



ALAMO
COLLEGES
DISTRICT

PURCHASE OF CONSTRUCTION PROJECT MANAGEMENT/PROGRAM MANAGEMENT SERVICES

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ NO. 2026-0078

Release Date: November 11, 2025

Responses must be submitted to:

Alamo Colleges District

Purchasing and Contract Administration Department.

See addresses in "Key Dates and Meetings"

Pre-Response Meeting: November 19, 2025, 9:00 a.m.

Response Deadline: December 11, 2025, 2:00 p.m.

TABLE OF CONTENTS

Key Dates and Information

General Information:

- 1.0 Background - Organizational Description (Section 1)
- 2.0 Purpose (Section 8)
- 3.0 Scope of Work (Section 9)
- 4.0 Selection Procedures (Section 10)
- 5.0 General Requirements (Section 11)
- 6.0 Selection Process (Section 12)
- 7.0 Submission of Responses (Section 13)
- 8.0 Requirements for Responses (Criteria One to Five – Section 14)
- 9.0 Format of Responses (Section 15)
- 10.0 Execution of Offer and Required Documents (Section 16)

Attachments:

- A – Guidelines on Small Business Enterprise
- B – Form Agreement between Owner and Architectural/ Engineering /Construction Project Management / Program Management Services
- C – Alamo College Design Standards, including but not limited to its Design and Construction Standards, Telecommunication Infrastructure Standards, and Technology Information Specifications, which are incorporated by reference and can be found at <https://www.alamo.edu/about-us/offices-departments/departments/facilities-and-construction-management/>.
- D – Representations and Warranties to Governmental Entities Required by Law

KEY DATES AND INFORMATION

- RFQ NAME:** Request for Qualifications (RFQ) for Purchase of Construction Project Management / Program Management Services
- PRE-RESPONSE MEETING:** A Pre-Response meeting is scheduled for November 19, 2025. The meeting will begin at 9:00 a.m. at the Alamo College District, 2222 N. Alamo St., San Antonio, TX, 78215. The Pre-Response meeting is not mandatory; however, attendance is strongly encouraged.
- SUBMITTAL DEADLINE:** December 11, 2025, prior to 2:00 pm
- DELIVERY LOCATION:** Offeror may upload the proposal to [Alamo Colleges District e-Bidding portal](#); or deliver to:
- Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Construction Project Management/Program Management Services at
Alamo Colleges District
RFQ # 2026-0078
Reception Desk
2222 N. Alamo St.
San Antonio, Texas 78215
- CONTRACT TERM:** Any contract awarded by the Board of Trustees as a result of the RFQ will begin pursuant to a signed contract and a Notice to Proceed issued by the Owner. The initial term, depending on size of the project(s), will be for a one (1) to five (5) year term (or Project, duration, whichever is longer) with up to three (3) extensions, in the sole discretion of the Alamo Colleges District, for up to a one (1) year time period per extension.
- NOTICE:** All questions related to this RFQ are to be directed to Maria I Bates, Assistant Director via email to: mbates28@alamo.edu or Christian Herrera, Sr. Purchaser, via email to: cherrera279@alamo.edu, with a copy to dst-purchasing@alamo.edu

Minimum Qualifications

The respondents to this RFQS must have the following minimum qualifications. Failure to meet minimum qualifications may be grounds for rejection. Alamo Colleges District reserves the right to reject qualification statements that fail to include this information with the Offerors qualification statement submission.

- a. Offeror(s) must affirm in writing and include with supporting documentation with qualification statements: Offeror can meet the required insurance requirements in the RFQ and proposed Contract Documents.

Yes, ___ No ___

- b. Offeror(s) must affirm in writing and include with supporting documentation with Qualification submission: The Offeror understands and agrees to all terms, conditions, requirements, and specifications stated within this Request for Qualifications and Contract Documents?

Yes, ___ No ___

If NO, please state any exceptions below. Alamo Colleges District reserves the right to reject RFQs which it finds objectionable due to quantity and/or nature of proposed modifications or exceptions. The Offeror must note all requested specific itemized modifications below. If additional space is needed, please attach a separate document titled "Exceptions."

- c. Financial Statement – The Offeror must submit a current report of its financial condition. Attach a financial statement, preferably audited, sworn to before a Notary Public if unaudited, for the lesser period of 3 years or availability, including your organization's balance sheet and income statement showing current assets, net fixed assets, other assets, current liabilities, and other liabilities. Clearly indicate name and address of firm preparing financial statements, and date thereof. If financial statement is not for the identical organization submitting the response, explaining the relationship and financial responsibility of the organization whose financial statement is providing (parent, subsidiary, etc.). Any Offeror wishing to maintain confidentiality of financial information must include a written request for same with the submission of the response.

GENERAL INFORMATION

1. Organizational Description (Who We Are)

Alamo Community College District (Alamo Colleges District or ACD) is a nationally recognized organization and the recipient of the Malcom Baldrige National Quality Award, the nation's highest honor for performance excellence, in both 2018 and 2024. The Aspen Institute named San Antonio College the winner of the 2021 Aspen Prize for Community College Excellence and received \$600,000. Four of the five colleges in the Alamo Colleges District are named in the top 150 of the nation's best community colleges, and Palo Alto College is among the top two in the country. Alamo Colleges District includes Palo Alto College, Northwest Vista College, San Antonio College, St. Philip's College, and Northeast Lakeview College, along with a number of off-campus locations throughout the San Antonio metropolitan area, serving an eight-county region, with a total unduplicated enrollment of over 88,000 students.



From our origin as a community college district in 1945 through decades of change and expansion, we have worked to make higher education accessible and affordable. ACD provides academic, vocational and technical courses for certificates of completion, associate degrees, bachelor's degrees, continuing education and workforce training at its five colleges and seven education and training centers. Our credits transfer to four - year universities for those pursuing advanced degrees, and our workforce development and continuing education programs help individuals build new careers and meet the needs of businesses. Our moonshot is to partner to end poverty through education and training – whether that is a certificate, an associate degree, or workforce-oriented baccalaureate degrees.

The Alamo Colleges District is one of the largest community college systems in the United States and the fourth largest in Texas. Bexar County is the taxing district for ACD. We, however, serve a much larger region; our service area includes all of Bandera, Bexar, Comal, Kendall, Kerr, and Wilson Counties, and most of Atascosa and Guadalupe Counties. San Antonio is the seventh-largest city in the nation with an estimated 1.5 million people, of which 60% are Hispanic. Of all students enrolled in post-secondary education in the city, approximately 39% are enrolled in one of our colleges.

ACD serves the Bexar County community and its service area through its programs and services that help students succeed in acquiring the knowledge and skills needed in today's world. Students are taught by highly qualified faculty with Master's and Doctorate degrees who are dedicated to creating a learning-centered environment. Student services include advising, computer labs, tutoring, financial aid services, services for the disabled, advocacy centers, developmental instruction, veteran's services, and job placement assistance.

ACD, a Hispanic-Serving System which includes the nation's only college that is both a Historically Black College and a Hispanic-Serving Institution, is the nation's third largest producer of Hispanic nurses. ACD is also one of Texas' largest providers of online post-secondary education. A diverse international program brings Central American and other teachers to San Antonio for advanced education while affording students and faculty the opportunity to gain the skills to work in a global economy.

2. The Five Colleges of the Alamo Colleges District



The five colleges that comprise ACD include: St. Philip's College (SPC), established in 1898; San Antonio College (SAC), established in 1925; Palo Alto College (PAC), established in 1985; Northwest Vista College (NVC), established in 1995; and Northeast Lakeview College (NLC), established in 2007. All the colleges are within San Antonio city limits except Northeast Lakeview College, located in Universal City, just to the northeast of San Antonio. Each College is accredited independently by the Southern Association of Colleges and Schools Commission on Colleges.

Each College has typical college campus facilities such as academic and classroom buildings, administrative buildings, library facilities, gymnasiums, cafeterias, science classrooms and labs, and computer labs. In addition, there are a number of specialty facilities such as performing arts centers, natatoriums, allied health, emergency medical training areas, and aviation classrooms adjacent to the runway at the historic Stinson Field. ACD occupies more than 6.8 million square feet of space on 1,047 acres. A \$987 million capital improvement program was approved

by the voters of Bexar County in 2025.

3. District Support Operations (DSO)

District Support Operations (DSO), located in the Alamo Colleges Center of Excellence for Student Success (ACCESS) building close to the urban contemporary Pearl District, provides administrative services and support to the five colleges under Collaborative Agreements. The ACCESS facility encompasses 160,950 square feet of space which houses the executive offices for the Chancellor and Vice Chancellors, as well as Human Resources, Legal Services, Ethics, Communications, Internal Audit, Strategic Planning and Performance Excellence, Institutional Research and Effectiveness, Information Technology, Finance and Fiscal Services, Facilities, Student Financial Aid, Center for Student Information, Police, workforce programs, and other service units. The ACCESS building has a large conference center for cross-college meetings, program collaboration, and community use. Some remaining DSO personnel are co-located with the colleges on their campuses, enabling them to be close to the students they support

4. Off-Campus Sites

The Alamo Colleges District also maintains several off-campus sites to better serve the residents of Bexar County and those located within the surrounding service area.

- Brackenridge Education & Training Center
- Eastside Education and Training Center
- First Responders Academy (FRA), Von Ormy, TX
- Greater Kerrville - Alamo Colleges Center
- Harlandale Education and Training Center
- Northeast Lakeview College at New Braunfels
- Northwest Education & Training Center (under development)
- Northwest Vista College Southwest Research Institute Center
- Southside Education & Training Center
- St. Philip's College Military Base Locations
- St. Philip's College Southwest Campus
- Westside Education and Training Center
- Workforce Center of Excellence Westside Education and Training Center
- Workforce Center of Excellence

Our Colleges are open-door institutions whose students come to college with various goals and at various levels of preparedness. Consequently, we serve students and the community with transfer courses, academic and technical degrees, and workforce development and continuing education options, offering more than 325 degree and certificate programs. Our educational program and service offerings are designed to meet the educational goals and service needs of our students. We deliver these services through semester, flex, weekend, evening, and online courses.

5. Awards and Recognitions

2025

- The Aspen Institute named NVC as a finalist for the 2025 Aspen Prize for Community College Excellence
- All five Alamo Colleges earn gold-level Veteran Education Excellence Award
- ACD received the 2025 Excellence in Mental Health and Well-Being Award from Insight Into Academia magazine.
- AAA Bond Rating (Moody's)
- AAA Bond Rating (Standards and Poor's)

2024

- ACD honored as the only community college system in the nation to earn the Malcolm Baldrige National Quality Award (2018 and 2024).
- Great Place to Work Designation (Great Place to Work)
- Leader College of Distinction (Achieving the Dream)
- Network Legend Award (Achieving the Dream)
- Certificate of Excellence in Financial Reporting (Government Finance Officers Association)
- Certificate of Distinction Award (Government Treasurers' Organization of Texas)

2023

- ACD honored with National Bellwether Award for Program Excellence.
- Leader College (Achieving the Dream)
- ACD Chancellor wins the Baldrige Foundation Award for Leadership Excellence.

2022

- ACD earns the Award of Excellence for Student Success from the American Association of Community Colleges.
- ACD receives the Franklin Covey Greatness Award.

2021

- SAC is the recipient of the \$1 million 2021 Aspen Prize for Community College Excellence
- NVC and PAC named to Aspen Top 150 community colleges

2020

- ACD honored with San Antonio Business Journal Resiliency in Business Award.
- Four Alamo Colleges Top in the Nation for Online Community Colleges (NVC, PAC, SPC, SAC)
- ACD Honored with 2020 Leah Meyer Austin Award from Achieving the Dream
- SPC receives the Texas Award-Next for Performance Excellence

6. Workforce Profile of Alamo Colleges District

Our workforce includes 6,707 faculty, administrators, staff, and work-study (student employees). The District's diverse workforce continues to be representative of both our student population and the demographics of Bexar County. Teaching faculty are required to meet the certification requirements associated with accreditation set by the SACSCOC. Some positions in the administrative segment require professional or doctoral degrees, while others require bachelor's or master's degrees, and positions in the staff segment require at least a high school level of education. Special health and safety related requirements exist in the following areas: recognized hazardous work environments such as welding, electrical, chemical, and ergonomics; compliance with Texas Commission on Law Enforcement Standards for police officers; and driving safety for vehicle operators.

7. Organizational Structure/Organizational Governance of ACD

The Chancellor is the Chief Executive Officer (CEO) and reports to a 9-member Board of Trustees (Board) with one non-voting Student Trustee; the members represent nine different districts in Bexar County and are elected by community members to serve for a term of six years. The Student Trustee is selected by the Board from the student associations of the five Colleges and serves a one-year term. By state statute, the Board is the governing body that sets policy, appoints the Chancellor, levies property taxes, and approves the budget. The Board is the final authority on all matters of governance for the organization. College Presidents report to the Chancellor, serve as CEOs of their college; and sit on the Strategic Leadership Team, the senior decision-making body within the organization

Definition of Terms:

- “Alamo Colleges District”, “ACD”, “District”, or “ACCD” refers to the Alamo Community College District.
- “Offeror,” “Proposers,” “Respondent,” or “Company” refers to a company which chooses to submit a Qualification to provide products and/or services for the district as specified in this RFQ.
- “Contractor” or “Consultants” refers to the company awarded the contract to provide products and/or services for the Alamo Colleges District as specified in this RFQ.
- “Qualifications” refers to the offer, from Offeror to the Alamo Colleges District, to provide the products and/or services as specified in the Agreement.
- “Board of Trustees” refers to the governing body of ACD.
- “CMAR” means construction manager at risk contracting method.

8. PURPOSE:

The purpose of this RFQ is to solicit proposals/qualification statements from architects, engineers, and other professionals to provide Construction Project Management/Program Management Services used in the planning, design, inspection, administration, oversight, and construction of Alamo Colleges District projects, described in **Table 1** below and additional projects, from one or more qualified individuals and firms for Indefinite Delivery/Indefinite Quantity. The contracted Consultant(s) will be responsible, without limitation, for all regulatory and statutory compliance for all aspects of the selected projects with all applicable governmental agencies in all applicable jurisdictions in which the District’s property is located, including, without limitation, the City of San Antonio, City of Live Oak, Universal City, City of New Braunfels, Bexar County, Comal County, Atascosa County, Kendall County, Kerr County, Guadalupe County, the United States Government and its agencies, and the State of Texas and its agencies.

9. SCOPE OF WORK

9.1 Alamo Colleges District is seeking to contract with multiple qualified and experienced individual/firms for Indefinite Delivery/Indefinite Quantity Construction Project Management/Program Management services – District Wide. These projects may produce the following results and/or scope of work, separately, partially, and/or cumulatively:

- 9.1.1 Provide Owner Project Management/Program Management Services for one or more project(s), with duties that may include: (1) advising, and consulting with the Owner during the design and construction phases; (2) pre-qualifying, interviewing and/or evaluating architectural, engineering or other professional firms and advising the owner on the final selection; (3) pre-qualifying, evaluating, and interviewing construction manager at risk and/or contractors and/or subcontractors and advising the owner on the final selection; (4) organizing, evaluating, and assisting in management of the design phase; (5)

scheduling, and coordinating work by the Owner, contractors and design team; (6) reviewing, evaluating and processing design team and/or contractor applications for payment and making recommendations on payment; (7) advising, evaluating, processing, and consulting with the Owner on value engineering recommendations, materials, construction methods, and the necessary labor and equipment; (8) assistance with procuring, evaluating, processing, and managing bids, responses, and contract awards for general contractors, construction managers at risk ("CMAR") and their subcontractors including the arrangement of the construction contract packages and assistance in managing the CMAR bidding and negotiation process in compliance with Owner's contracts, procurement policies, and state law; (9) advising, evaluating, administering, and maintaining project budgets and budgeting; (10) establishing, evaluating, and performing construction cost estimating; (11) establishing, evaluating, and managing a critical path project schedule from design through to completion of the construction for one or more Projects; (12) reviewing, evaluating, administering and conducting inspections associated with substantial and final completion; and (13) reviewing, evaluating, administering and conducting warranty inspections, warranty claims and associated work.

- 9.1.2 Oversee a comprehensive program assisting and guiding Owner through multiple projects simultaneously from conception through close-out and ensuring all buildings and systems meet Alamo College Design Standards, including but not limited to its Design and Construction Standards, Telecommunication Infrastructure Standards, Technology Information Specifications, and the other program requirements.
- 9.1.3 Analyze in depth lifecycle costs, economics and Energy Conservation Measures ROI considering numerous alternatives and variables, assisting team and Owner with recommendation of best opportunities.
- 9.1.4 Perform and evaluate assessments of facility analysis reports, feasibility studies, system load studies, and site planning and analysis to identify current conditions of buildings, systems, and/or sites to determine pending issues, risks, and problems and to develop, consult and/or confirm strategies, recommendations, and opportunities.
- 9.1.5 Perform and evaluate Facility Condition Assessments, document results on the ACD Capital Planning Database (VFA.Facility by Gordian) and consult with ACD regarding the same.
- 9.1.6 Perform and evaluate sustainment, maintenance, and repair project planning, scheduling, budgeting and prioritization support for Alamo Colleges District's annual project planning, budgeting and scheduling for any other funds sources that may become available (Maintenance Tax Note funds, grants, Federal funds, State funds, etc.).
- 9.1.7 Evaluate construction contract inspection and testing programs, practices and/or providers for quality assurance and conduct evaluations of contractors' quality control programs, practices, and/or providers. Review the contractor's work for defects and deficiencies and advise Owner on items of observed non-conformance. Maintain an on-going quality control log, noting quality issues and problems as they occur, including dates they are corrected.
- 9.1.8 Evaluate design teams' quality control programs, practices, and/or providers. Review the design teams' work for errors and omissions and advise Owner on the same. Maintain an

on-going Quality Control Log, noting errors, omissions and other quality issues or design team problems as they occur, including dates they are corrected.

- 9.1.9 Make recommendations and conduct analysis of project schedules, construction schedules, delay claims, forensic schedule analysis, delay mitigation, constructive acceleration, accelerated scheduling, fast-track procurement, and/or phased construction.
- 9.1.10 If Proposer seeks to provide services for more than one project, Proposer must be capable of providing individual project managers in sufficient quantity to address all the projects they may be assigned, from among the projects described on **Table 1** and possibly additional projects. The Owner may not supply any in house project managers.
- 9.1.11 Ensure that all building design, system design, and construction of the same are performed in accordance with (i) Alamo College Design Standards, including but not limited to its Design and Construction Standards, Telecommunication Infrastructure Standards, Technology Information Specifications, and the other program requirements; (ii) Alamo Colleges District design intent; and (iii) the applicable contract documents.
- 9.1.12 Depending on the project, the selected firm(s) may be required to provide one, more or all, services listed in this Section and this RFQ.
- 9.1.13 Depending on the project, the selected firm(s) may be required to provide expert opinions and/or issue certificates of merit in the areas of geoscience, architecture, engineering or other professional design services. A certificate of merit must in the form of an affidavit that shall set forth specifically for each theory of recovery for which damages are sought, the negligence, if any, or other action, error, or omission of the licensed or registered professional in providing the professional service, including any error or omission in providing advice, judgment, opinion, or a similar professional skill claimed to exist and the factual basis for each such claim.
- 9.1.14 Applicants shall have adequate resources and competent personnel capable of controlling, maintaining, and managing all design contractors, construction contractors, consultants, schedules, cost estimation, and documents to deliver large complex projects that meet all program deliverables on schedule and within budget.
- 9.1.15 Award of a contract does not grant the awarded firm(s) exclusive right to perform all possible Project Management/Program Management work for Alamo Colleges District. Alamo Colleges District reserves the right to contract with additional Consultants and/or Project Management/Program Management professionals in the best interest of the Alamo Colleges District.
- 9.1.16 Document and provide regular information updates on the projects described in **Table 1**, or other projects to which a Contractor is assigned, generating useful and informative progress and summary budgets including project changes (time and cost), cost, schedule, performance reports, and periodic in-person “high-level” status presentations to the Board of Trustees and others.

- 9.1.17 Project Management/Program Management is expected to ensure entry of all FFE, upon delivery, into Owner's inventory control system in a manner that is consistent with the Owner's inventory control policies, procedures, and state law.
- 9.1.18 Project Manager/Program Manager shall advise Owner as to: availability of materials; alternate materials, and/or construction techniques; and opportunities to shorten time span for construction.
- 9.1.19 In addition to the foregoing, the following is a list of anticipated services that may be required. Offerors should address their ability to provide each of these services in their responses:
- Project Budgeting
 - Bond Program Budgeting and Management
 - Cost Estimating and Evaluations
 - Lifecycle Cost Analysis
 - Feasibility Studies
 - Facility Analysis
 - Facility Condition Assessments
 - Schedule analysis including cost loaded and/or critical path method
 - Delay Claim analysis
 - Forensic Schedule analysis
 - Site Planning and Analysis
 - Master Planning
 - Site Schematics
 - Graphic Presentations
 - Architectural Programming
 - Code Analysis & Permitting
 - Bid/Qualification Evaluations
 - Construction Administration
 - Projectmates Software
 - Primavera P6
 - RSMeans
 - Maximo Asset Management Software
 - Design Charrettes
 - Independent Technical Reviews (ITR) of project design documents for oversight
 - Coordination of Commissioning
 - Energy Conservation Strategies
 - Sustainability Strategies
 - Multidisciplinary professional design services in support of project and program management
 - Project Development Management
 - Quality control
 - Review of bonds and insurance for contract compliance
- 9.1.20 The list below (Table 1) are examples of Project Management/Program Management Services projects. The Alamo Colleges District will determine scope and schedule for the specific projects:

Table 1

CAMPUS	PROJECTS	GMP COST
NLC	School of Engineering	\$75,000,000.00
SAC	Architecture, Drafting and Engineering	\$25,000,000.00
NVC	School of Emerging Technologies	\$70,000,000.00
SPC	Center of Automotive Technology	\$65,000,000.00
PAC	Automotive (T-TEN Program) & Heavy Machinery	\$30,000,000.00
SAC	School of Nursing and Health Professions	\$95,000,000.00
PAC	Center of Applied Technology	\$65,000,000.00
SPC	Center of Construction Technology	\$50,000,000.00
NLC	Career Technical Program Expansion	\$20,000,000.00
Districtwide	Innovation Center	\$30,000,000.00
EWD	Transportation Training Center	\$10,000,000.00
NVC	Campus Expansion	\$TBD
Northwest ETC	Northwest ETC	\$70,000,000.00
North Central ETC	North Central ETC	\$75,000,000.00
Districtwide	ACCESS Building	\$50,000,000.00
Districtwide	Community Conference & Professional Development Center	\$60,000,000.00
Districtwide	Physical Plant & Infrastructure Improvements	\$23,000,000.00
Districtwide	Any other unidentified new construction, remodeling, renovations, system upgrades, facility condition assessment, capital planning, GIS implementation, or other miscellaneous project that may arise.	\$TBD

10 **SELECTION PROCEDURES**

- 10.1 The Consultant will be selected according to established procedures by the Alamo Colleges District and state law, which generally require the District to make its selection(s) and award(s) on the basis of demonstrated competence and qualifications to perform the services identified herein for a fair and reasonable price. The evaluation criteria for this project are shown in **Table 4** of the RFQ. The Alamo Colleges District reserves the right to award one or more contracts or to decide not to award any contracts, in the best interest of the District.
- 10.1.1 Firms/organizations shall submit written responses in accordance with instructions herein and may be interviewed by a selection committee. Alamo Colleges District reserves the right to retain all responses and to use any ideas submitted in a response regardless of whether the response is selected. Additionally, firms/organizations submitting responses may be called upon to make oral presentations as part of the evaluation process.
- 10.1.2 Alamo Colleges District reserves the right to reject any and all responses submitted and re-solicit as deemed necessary. Assuming that one or more satisfactory response are received, the Alamo Colleges District selection committee may recommend to the Board of Trustees multiple top qualified firms/organizations to provide the scope of services on the basis of the firms/organizations experience, technical competence, and capability to perform, evaluated on the basis of the factors listed in this Request for Qualifications. The selection committee may also recommend alternate firms/individuals in the event no contract can be negotiated with the most qualified firms/individuals. Alamo Colleges

District shall attempt to negotiate with those firms/organizations and a contract be completed. In the event that negotiations fail to result in a contract, or the contract fails to be approved, the process shall be repeated with alternate firms/individuals.

10.2 **Anticipated Solicitation Schedule**

Table 2

A.	Alamo Colleges District Advertise RFQ	November 16, 2025 & November 23, 2025
B.	Pre-Response Meeting	November 19, 2025, at 9:00 a.m.
C.	Qualifications Response Deadline	December 11, 2025, at 2:00 p.m.
D.	Award	TBD and in the next few years with the approval and identification of other projects.

- 10.3 Responses that contain conditional clauses, alterations to the specifications and requirements, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Alamo Colleges District, at its option.
- 10.4 Alamo Colleges District reserves the right to terminate at any time the services of the Consultants, if not satisfied with the services, or for the Alamo Colleges District's convenience.
- 10.5 Alamo Colleges District reserves the right to award multiple contracts. It is anticipated that multiple contracts for services may be awarded as a result of this solicitation. However, it is possible that one firm may be selected to manage one project, or all projects on a campus or all projects in one district or all projects under the current bond program or any combination of projects.

11 **GENERAL REQUIREMENTS**

- 11.1 A person or business entity that intends to contract with the Alamo Colleges District must give advance notice to the Alamo Colleges District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The Alamo Colleges District may terminate a contract with a person or business entity if the Alamo Colleges District determines that the person or business entity failed to give notice as required by law, by the previous paragraph or by misrepresenting the conduct resulting in the conviction. The criminal history notification requirement does not apply to a publicly held corporation.

- 11.1.1 Prior to execution of the contract, the firm recommended for award will be required to execute the following certification:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

This certification is required for each person who is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent in the business entity submitting the response. The following information must be submitted by each person meeting these described conditions and executing the certification: name; social security number; signature; and date.

- 11.1.2 Offerors shall indicate any exceptions to any provision of this RFQ and attachments.

Subject to any such exceptions, submission of a response constitutes acceptance of all provisions contained in the RFQ and its attachments. Exceptions stated by an Offeror may be cause for rejection of the proposal, other than variances deemed minor by the Alamo Colleges District. The Offeror must certify acceptance and state any exceptions on a separate sheet. - See Minimum Qualifications.

- 11.2 Section 19 of the RFQ contains the Execution of Offer at 19.11 and other required documents as follows:
- 11.2.1 Certification of Non-Collusion found in Section 19.12 of the RFQ
 - 11.2.2 Response Certification found in Section 19.13 of the RFQ
 - 11.2.3 Conflict of Interest Questionnaire found in Section 19.14 of the RFQ
 - 11.2.4 Other documents may be required by the Request for Qualifications and its attachments. Responses are to be submitted in accordance with the sequence of information outlined in the RFQ. Failure to execute or provide this information may result in disqualification of the response.
- 11.3 The successful Offeror must agree to accept the attached form of agreement with only modifications related to the scope of services and pricing, which is dependent on the assigned Project(s) (Attachment B).
- 11.4 **Types and Limits of Insurance, Including Professional Liability/Errors and Omissions:** The following are the minimum limits of coverage. Limits may be higher, depending on project.

Table 3

5.6.1	Commercial General Liability		\$1,000,000
	General Aggregate, including products and completed operations		\$2,000,000
5.6.2	Automobile Liability per person/per accident CSL		\$1,000,000
5.6.3	Worker's Compensation		Statutory Texas
5.6.4	Employer's Liability		
	Bodily Injury by Accident	Each Accident	\$1,000,000
	Bodily Injury by Disease	Each Disease	\$1,000,000
	Bodily Injury by Disease	Policy Limit	\$1,000,000
5.6.5	Professional Liability/Errors & Omission		\$5,000,000

Umbrella insurance of at least \$5,000,000 per occurrence for 5.6.1 and 5.6.2 is required over and above the listed coverage in excess of the required primary coverage.

Prior to contract execution, the Consultant shall obtain, at its own cost, and maintain in full force and effect for the duration of the contract, and any extension hereof, adequate insurance coverage as noted above. Offerors selected for contract award are required to submit evidence of ability to procure and obtain the required coverage in the above limits within ten (10) calendar days after notification of selection for contract award. Failure to comply with insurance requirements in a timely manner may result in nullification of contract award.

- 11.5 **Public Information:** The Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this procurement solicitation become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). Proprietary information, such as trade secrets and confidential commercial and financial information submitted in response to this procurement solicitation which Offeror (or any Offeror responding to this procurement solicitation) believes should be exempted from disclosure should

be specifically identified and marked as such. Blanket-type identification by designating a whole document or pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality, especially if information is contained in the designated areas that clearly is not of a confidential nature. In the event a request is made for information designated as proprietary, Alamo Colleges District may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, Alamo Colleges District will notify Offeror (or the particular Offeror affected) and Offeror has the responsibility, in accordance with PIA, to assert any arguments it may have in opposition to release of the information. In the event Offeror requests judicial intervention, the party so requesting shall indemnify Alamo Colleges District for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will Alamo Colleges District be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this procurement solicitation.

11.6 Type of Contract: Any contract(s) resulting from this solicitation will be in the form of the Alamo Colleges District Standard Agreement attached hereto.

11.6.1 Provide Project Management/Program Management Services on an Indefinite Delivery, Indefinite Quantity (IDIQ) basis. There is NO guarantee of any work associated with this solicitation. The selected firm(s) may work on any, all or some of the Alamo Colleges District design and construction projects, which include new construction, remodeling, renovations, and/or system upgrades.

11.6.2 The Alamo Colleges District reserves the right to award none or one or more contracts for Project Management/Program Management Services as a result of this solicitation.

11.6.3 While all possible projects are not listed in this RFQ, Offerors may indicate in their response a preference for all or individual parts of the program or a project for which they wish to be considered. However, expression of preference for a particular part of the program does not guarantee award of a contract for that part of the work.

11.7 Clarifications and Interpretations: Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be issued by Alamo Colleges District as an addendum. All such addenda issued by Alamo Colleges District before the Responses are due are part of the RFQ, and offerors shall acknowledge receipt of and incorporate each addendum in its Response.

11.7.1 All questions, inquiries, and requests for clarifications concerning this RFQ must be submitted, in writing, to Christian Herrera, Alamo Colleges District Purchasing and Contract Administration Department, by email to cherrera279@alamo.edu and/or dst-purchasing@alamo.edu on or before **seven (7) calendar days** prior to the scheduled deadline for receipt of responses.

11.7.2 Offerors shall consider only those clarifications and interpretations that Alamo Colleges District issues by addenda prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements will not be binding on Alamo Colleges District and should not be relied on in preparing a response.

11.8 Alamo Colleges District Reservation of Rights: Alamo Colleges District reserves the right to reject any and all responses and re-solicit for new responses, or to reject any and all responses and temporarily or permanently abandon the Project. Alamo Colleges District makes no representations, written or oral, that it will enter into any form of agreement with any offeror to this RFQ for any project, and no such representation is intended or should be construed by the

issuance of the RFQ.

- 11.9 Acceptance of Evaluation Methodology: By submitting a response in response to this RFQ, Offeror accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) response will require subjective judgments by Alamo Colleges District.
- 11.10 No Reimbursement for Costs: Offeror acknowledges and accepts that any costs incurred from the Offeror’s participation in this RFQ shall be at the sole risk and responsibility of the Offeror.
- 11.11 Eligible Offerors: Only qualified and properly licensed individual firms or lawfully formed business organizations may submit responses. Alamo Colleges District will only contract with an individual firm or formal organization that submits a response.
- 11.12 Sales and Use Taxes: The Alamo Community College District (Alamo Colleges District) qualifies for exemption from the Texas Limited Sales, Excise, and Use Tax. Successful Offerors shall be provided a tax exemption certificate upon request.
- 11.13 Certification of State of Texas Margin Tax Status: Offerors must state on the response form whether they owe State of Texas Margin taxes (franchise tax). If the Contractor is subject to the requirements of the Texas Franchise Tax and becomes delinquent in the payment of said tax, then payments to the Contractor due under this Agreement may be withheld until such tax delinquency is remedied.
- 11.14 Local Government Officer Conflicts Disclosure Statement: In accordance with the HB 1295, Texas Government Code 2252.908, the awarded contractor will be required to submit an electronic Disclosure of Interested Parties to Alamo Colleges District for any contract over \$1,000,000 or any contract that requires a vote by the Alamo Colleges District Board of Trustee, at the time of contract execution. The 1295 Certificate of Interested Parties Electronic Filing application website is <https://www.ethics.state.tx.us/filinginfo/1295/>
- 11.15 Student Internship Program: The Alamo Colleges District are engaged in a three-way partnership between employers, the community and educators to implement the Alamo Compact for Economic Performance (A-CEP). Offerors are encouraged to participate in this program which offers real life learning experiences for students in a workplace setting. For further information about the program, please contact Martha Trevino at 210/486-5469 or mtrevino114@alamo.edu.
- 11.16 Communication: District policy C.1.5.1 states that from the date the project is approved for publication until a contract is executed, no College District Board member or employee other than authorized Purchasing and Contract Administration personnel shall communicate with potential contractors, consultants, or other vendors (referred to collectively as potential proposers) who are interested in, or in the view of a reasonable person situated similarly to the potential proposer, might reasonably become interested in, any competitive procurement opportunity, other than for a legitimate purpose unrelated to the pending procurement. If, from the date the project is approved for publication until a contract is executed, a potential proposer contacts any Board member of College or District employee other than authorized Purchasing and Contract Administration personnel, the Board member or College District employee shall inform the potential proposer that such communication is prohibited by policy, direct them to Purchasing and Contract Administration, and immediately report the contact to the designated representative in Purchasing and Contract Administration.

Proposers who violate this policy may be subject to a range of sanctions including disqualification from competition for the procurement opportunity and/or other future procurement opportunities after Board of Trustees review. Employees who violate this policy may be subject to disciplinary action, including termination after review by the Chancellor.

Mission, Vision, and Values We believe that, economically, it makes good business sense and contributes to student success to be engaged in partnership between contractors, employees, educators, and the community to implement the Alamo Colleges District Mission, Vision, and Values. The Alamo Colleges District promotes collaboration by achieving consensus on the measures of student success and by stressing that student success is everyone's business. In 2014, the Alamo Colleges District adopted a policy that includes our Vision, Mission, and Values.

In support of our policy, the purpose of this segment is to enhance recognition by contractors for our efforts. As a valued member in our procurement process, we ask that your company demonstrate their commitment to serving students by becoming actively engaged in recognizing the Alamo Colleges District Mission, Vision, and Values.

12. **SELECTION PROCESS**

12.1. Offerors may be requested to attend an interview with the Alamo Colleges District selection committee. The Alamo Colleges District will then calculate the final ranking to select the most highly qualified providers of services on the basis of demonstrated competence and qualifications and then attempt to negotiate with those providers contracts at a fair and reasonable price for one or more projects. If a satisfactory contract cannot be negotiated with one or more of the most highly qualified providers, then the District will end negotiations and select the next most highly qualified provider(s); and attempt to negotiate a contract at a fair and reasonable price.

12.2. An anticipated selection process timing appears at **Table 3** hereof.

12.3. Minimum Qualifications (see first page)

12.4. Evaluation of Responses

Only those responses meeting the minimum qualifications will be evaluated.

The evaluation of the responses shall be **based on the demonstrated competence and qualifications to perform the services** on the published criteria as shown in **Table 4** of the RFQ. All properly submitted responses will be reviewed, evaluated, and ranked by the Alamo Colleges District selection committee.

Table 4

SECTION	CRITERIA	POINTS
14.1	Offeror's Experience (Representative Projects)	20
14.2	Offeror's Past Performance	25
14.3	Qualifications of Team and Key Personnel (Prime and Subconsultants)	25
14.4	Technical Approach, Quality Control, and Ability to Provide Services	25
14.5	Small Business Entity	5
	TOTAL:	100

13. **SUBMISSION OF RESPONSES:**

13.1 Deadline and Location: Signed and sealed responses shall be submitted prior to 2:00 P.M. local time on December 11, 2025. Offeror shall provide one (1) original response; five (5) bound copies; and one (1) electronic copy in PDF format.

DELIVERY LOCATION:

Offeror may upload proposal to [Alamo Colleges District e-Bidding portal](#) or delivered to:
Alamo Colleges District

Purchasing and Contract Administration
Re: Purchase of Project Management/Program Management Services at Alamo Colleges
District
RFQ # 2026-0078
Reception Desk
2222 N. Alamo St.
San Antonio, Texas 78215

The Alamo Colleges District are not responsible for receipt of responses misdirected to locations other than the designated location for receipt of responses.

- 13.2 Responses received after the response deadline will not be deemed responsive.
- 13.3 The Alamo Colleges District will not acknowledge or receive Responses that are delivered by fax or e-mail.
- 13.4 Responses will not be returned to Offerors.
- 13.5 Upon submission of a response, you agree to the following:

The Purchasing & Contract Administration recommendation and summary analysis may be uploaded to the applicable Alamo Colleges District Board of Trustees Committee agenda and will be viewable by the public.

Alamo Colleges District' procurement procedures are largely mandated by statute and do not permit the renegotiation of responses after the submission deadline has passed. Efforts to contact individual Trustees or Alamo Colleges District' employees other than those in the Purchasing & Contract Administration Department regarding such matters are prohibited.

14 **REQUIREMENTS FOR RESPONSES**

Offerors shall carefully read the information contained in the following criteria and submit a complete response to all questions formatted as directed herein. Incomplete responses will be considered non-responsive and are subject to rejection. All criteria subsection points will be weighted equally, unless otherwise noted.

14.1 CRITERIA ONE: OFFEROR'S EXPERIENCE (20 POINTS)

List a maximum of ten (10) projects or programs for which you have provided services that are most comparable to projects listed in **Table 1** in value, complexity, scope, type, and client type. Of the 10, submit at least 2 (two) renovations or adaptive reuse project or program examples. Facility condition assessments and capital planning efforts can be submitted as projects. Representative experience projects which completed design or substantial completion within the last seven (7) years from date of RFQ issuance are eligible. List the projects in order of priority, with the most relevant project listed first. One page max per project. Provide the following information for each project listed:

- 14.1.1 Project or Campus name, location, contract delivery method, and description
- 14.1.2 Color images (photographic or machine reproductions)
- 14.1.3 Total Construction Cost, Final A&E Cost, including additional services
- 14.1.4 Project size in gross square feet and/or Campus size in developed acreage
- 14.1.5 Type of Buildings, Facilities, and Equipment
- 14.1.6 CMR or Prime Contractor(s)/Builder(s) including name of Project Manager (individual responsible to Owner for the overall success of the construction)
- 14.1.7 Actual start and finish dates as compared to scheduled start and finish dates

- 14.1.8 Description of Program Management or Project Management services Prime Firm provided for the project or campus
- 14.1.9 Name of Prime Firm's project executive/principal (individual responsible to the Owner for the overall success of the project) and indicate if they are proposed as part of this RFQ Project Team.
- 14.1.10 Name of Prime Firm's project manager(s) (responsible for the day-to-day success of the project) in design and construction administration and indicate if they are proposed as part of this RFQ Project Team.
- 14.1.11 Description of Program Management or Project Management provided by other firms, consultants and sub-consultants for the project or campus and indicate if they are proposed as part of this RFQ Project Team.
- 14.1.12 Name of each firm's or consultant's executive/principal (individual responsible for overseeing success of the project) and indicate if they are proposed as part of this RFQ Project Team.
- 14.1.13 Name of each firm's or consultant's project manager (individual responsible for the day-to-day success of the project) and indicate if they are proposed as part of this RFQ Project Team. Name of Project Engineer/Architect (individual responsible for the overall success of the project)
- 14.1.14 Name of Project Engineer/Architect (individual responsible for coordinating the day-to-day work) and CMR or Contractor for each of the aforementioned projects listed above

14.2 CRITERIA TWO: OFFEROR'S PAST PERFORMANCE (25 POINTS)

- 14.2.1 Provide client references for the ten representative experience projects, no more than two per project (for each project, identify the following):
- 14.2.2 The Owner's name(s) and representative(s) who served as the day-to-day liaison for each phase planning, design, and construction of the project, including telephone number(s) and email address.
- 14.2.3 Length of business relationship with the Owner
- 14.2.4 References shall be considered relevant based on specific project participation and experience with the Offeror. The Owner may contact references during any part of this process.
- 14.2.5 Accuracy and control of cost estimates along with identification and recommendations of cost savings measures adopted for representative experience projects. Also include examples, if any, of identification of cost overruns, excessive cost, miscalculations or other examples where your services resulted in a cost savings to the Owner.
- 14.2.6 Accuracy and control of construction schedules along with identification and recommendations of schedule adjustment or other time savings measures adopted for representative experience projects. Also include examples, if any, of identification of construction schedule analysis or evaluation where your services resulted in a time savings to the Owner.
- 14.2.7 Submit honors, Award Winning or Published Designs, and other quality recognition.
- 14.2.8 Provide the details of all past or pending litigation, arbitration, and or claims, within the last five years, filed against or involving your company for the Prime Firm and any firm or team members proposed for program management or project management services.

14.3 CRITERIA THREE: QUALIFICATIONS OF TEAM AND KEY PERSONNEL (PRIME AND SUBCONSULTANTS) (25 POINTS)

- 14.3.1 Provide a statement of interest for the project including a narrative describing the Prime Firm's and proposed Project Team's unique qualifications as they pertain to example projects listed in **Table 1** and the scope of services listed in Section 9.
- 14.3.2 Provide the following information for each Firm on the Project Team:

- Legal name of the company as registered with the Secretary State of Texas
 - Address of the office that will be providing services
 - Number of years in business
 - Type of Operation (Individual, Partnership, Corporation, Joint Venture, etc.)
 - Major Markets
 - Number of employees by skill group
 - Annual gross and net revenue totals for the past ten (10) years
 - Names of Principals and percentage of ownership
 - Education
 - Professional Activities
 - Honors
 - Experience – Firm and Individual
 - Record of Budgets and Timelines Large Higher Ed or Equivalent Programs and Projects comparing original baseline versus actual final cost and completion schedule (last 5 years)
- 14.3.3 Provide a statement on the availability and commitment of the Prime Firm, the proposed Project Team, key principals, and professionals to undertake example projects as listed in **Table 1** and the scope of services listed in Section 9.
- 14.3.4 Provide a brief history of the Prime Firm including each firm, consultants, and sub-consultants that make up the proposed Project Team. Identify number of years each firm/consultant has worked and collaborated with the Prime Firm and with each other.
- 14.3.5 Describe the basis for the selection of each proposed firm and sub-consultants included in your Project Team for planning, budgeting /estimating, design oversight, project management, construction quality assurance, commissioning, and project close-out. Identify core competency, experience, and specific skill sets they will bring to example projects listed in **Table 1** and the scope of services listed in Section 9.
- 14.3.6 Describe the Prime Firm's process of working with consultants /sub-consultants and firms integrating them into the Project Team to ensure continuity of planning, project development, project management, construction management, quality control, and consistency throughout the entire project and/or program.
- 14.3.7 Provide organization chart and narrative of the entire proposed Project Team with assignments, line(s) of authority and communication for all executives, principals' professionals, and key members for large complex projects as provided in example projects listed in **Table 1** and the scope of services listed in Section 9. Indicate name of firm, their role and responsibility and the estimated percentage of time these individuals will participate in the project, planning, design, and construction.
- 14.3.8 Provide resumes highlighting work history, expertise, and their proposed role for each professional member by firm, by discipline, and by responsibility. Include their specific experience with similar projects, the length of employment with firm, number of years in current role with firm, number of years in similar roles with other firms, and their city of residence. One page maximum per key team member.

- 14.3.9 Clearly identify in a table or graphic form your proposed Project Team firms and consultants that have worked together and collaborated on the representative experience projects submitted under Offeror's Experience, including their responsibilities for those projects. Provide a table, similar to below, showing alignment between proposed Project Team (including sub consultants) and submitted project examples with "X" in cells to indicate alignment of representative experience projects and proposed key personnel across the team of various firms. Include a project key.

KEY PERSONNEL PARTICIPATION IN SUBMITTED PROJECTS												
			Example Projects Listed submitted under section 8.1 (reference project key below)									
Names of Key Personnel from 8.3	Firm	Role in this Contract	1	2	3	4	5	6	7	8	9	10

SUBMITTED PROJECTS KEY		
Example Project No	Title of Example Project (from section 8.1)	Client
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

14.4 CRITERIA FOUR: TECHNICAL APPROACH, QUALITY CONTROL, AND ABILITY TO PROVIDE SERVICES (25 POINTS)

- 14.4.1 Describe your project team's technical approach and management qualifications with institutional projects, particularly those for higher education.
- 14.4.2 Owner may use a Construction Manager at Risk form of contract. Please describe the Prime Firm's process of reviewing and analyzing the Contract Time and Contract Sum portions of a Guaranteed Maximum Price Proposal. Please identify any expertise in cost estimating and scheduling analysis.
- 14.4.3 Describe the Prime Firm's construction program management philosophy, construction program management methodology, and its process for integrating institutional standards into construction program management.
- 14.4.4 Describe the Prime Firm's quality assurance program explaining the method used and how the firm maintains quality control during planning, design, and construction of the

project. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to Criteria one through four above.

- 14.4.5 Section 9 contains the Scope of Work contemplated for the selected Consultant under this RFQ, please identify and discuss any services in the Scope of Work Section (i) that you are unable or unwilling to perform; (ii) that you are willing to perform but have not performed in the past five (5) years; and (iii) for which you have a particular expertise.
- 14.4.6 Alamo Colleges District has specific system design and construction standards and specification requirements that are to be developed and incorporated in new construction and renovation projects. Describe how you propose to incorporate these requirements into example projects listed in **Table 1**.
- 14.4.7 Describe your cost oversight and budget control methods for the pre-planning, conceptual and schematic design, design development and construction documents, and all through construction and close-out phases. For any combination of three (3) projects listed as example experience projects, provide examples of how these techniques were used and what degree of accuracy was achieved to actuals.
- 14.4.8 Describe how your firm reviews and manages contractor work schedules to meet project demands and project completion schedule. Discuss your methods and experience in addressing contractor delay claims; analyzing schedules for concurrent delays; and reviewing schedules monthly to achieve timely completion of a project.
- 14.4.9 Describe how your team deals with unforeseen changes and challenges and explain schedule recovery methods you will use, if necessary. For any combination of three (3) projects submitted as representative experience projects, provide examples of your work schedules, plans, any adjustments, any unforeseen changes and challenges and their outcomes to meet projects requirements.
- 14.4.10 Describe the types of records, reports, monitoring systems, information systems and software your firm will use to manage projects. Describe specifically how you track Owner, Design Team, and CMAR/Contractor inputs and review comments to confirm they are addressed.
- 14.4.11 Describe how you plan to ensure continuity of project objectives and programing starting with pre-planning, conceptual and schematic design, moving through design development and construction documents, and then through construction and final close-out phases to meet the Owner's requirements.
- 14.4.12 Describe your proposed plan and process for project close-out, system and utility tie-ins, commissioning, punch lists, FF&E installation and warranty for example projects listed in **Table 1**.
- 14.4.13 List proposed team's experience and proficiency with ProjectMates Project Management/Program Management software, Primavera 6 and RS Means. List team's experience and proficiency with similar project management software(s). List proposed team's experience with VFA.Facility by Gordian, Alamo Colleges' capital planning database.
- 14.4.14 Describe your understanding of the administrative challenges and opportunities associated with providing Program Management and/or Project Management services for the Alamo Colleges District and your Project Team's strategies and plans to minimize negatives and elevate positives for example projects listed in **Table 1**.

- 14.4.15 What do you perceive are the critical issues for example projects listed in **Table 1**?
- 14.4.16 Describe how your Project Team will actively identify potential problems and high-risk issues before they impact the project for planning, design, and construction phases. Provide details of specific processes used to identify, evaluate, brainstorm and develop countermeasures, work-arounds, and/or alternate plans and solutions.
- 14.4.17 Understanding schedule limitations: describe how you plan to track and communicate high-priority items, project issues, risks, corrective measures, options, and opportunities in a form that will quickly facilitate the Owner and project team's understanding and decision making.
- 14.4.18 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 14.4.19 Is your company currently in default on any loan agreement or financial agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 14.4.20 Does any relationship exist by relative, business associate, employment, or any other such kinship between your firm and any Alamo Colleges District employee, officer, or Trustee? If so, please explain.
- 14.4.21 List all projects currently under contract that are in planning, programing, design, and/or construction stages for your firm and all proposed Project Team firms, and consultants. Identify current project phase including dollar value, list each full-time personnel assigned, and percentage of their time required, and anticipated completion date. Include joint ventures or partnerships.
- 14.4.22 List projects currently under contract for which planning, programing, design, and/or construction has not yet begun for your firm and all proposed firms, and consultants. Include dollar value and projected number of full-time personnel assigned and percentage of their time that will be required, indicate anticipated start and completion date by firm and consultants. Include joint ventures or partnerships.

14.5 CRITERIA FIVE: OFFEROR'S SBE COMMITMENT GOAL (5 POINTS)

S B E Plan. Provide a written commitment in the form of the Acknowledgment letter required by Attachment A for compliance with the Alamo Colleges District SBE subcontracting plan as required by the contract. An estimated percentage of SBE participation must be provided. You will be required to meet or exceed this percentage if awarded. Subcontracting Plans will be required to be submitted with each negotiated project for service.

15 FORMAT OF RESPONSES

15.1 General instructions

- 15.1.1 Responses should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFQ. Organize the proposal to align with the selection criteria sections. Introduction and conclusion sections are permitted. When reviewers evaluate the criteria, they will use

the entirety of the proposals and feedback from references. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Alamo Colleges District' needs.

- 15.1.2 Responses shall be a maximum of eighty (50) printed pages. Font size is to be no smaller than 11 points. The cover, table of contents, divider sheets, Execution of Offer, Certification of Non-Collusion, Qualification Statement/Response Certification, and Conflict of Interest Questionnaire do not count as printed pages.
- 15.1.3 Offerors shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Responses will be considered non-responsive and subject to rejection.
- 15.1.4 Responses and any other information submitted by offerors in response to this RFQ shall become the property of Alamo Colleges District.
- 15.1.5 Responses that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by Alamo Colleges District, at its option.
- 15.1.6 The Alamo Colleges District makes no representations of any kind that an award will be made as a result of this RFQ. The Alamo Colleges District reserves the right to accept or reject any or all responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Alamo Colleges District's best interest.
- 15.1.7 Responses shall consist of answers to questions identified in Section 14 of the RFQ. It is not necessary to repeat the question in the response; however, it is essential to reference the question number with the corresponding answer.
- 15.1.8 Failure to comply with all requirements contained in this RFQ may result in the rejection of the response.

15.2 Page Size, Binding, Dividers, and Tabs:

- 15.2.1 Responses shall be printed on standard letter-size (8-1/2"x11") paper.
- 15.2.2 Additional attachments shall NOT be included with the Responses. Only the responses provided by the Offeror to the questions identified in Section 14 of this RFQ will be used by the Alamo Colleges District for evaluation.
- 15.2.3 Separate and identify each criteria response to Section 14 of this RFQ by use of a divider sheet with an integral tab for ready reference.

15.3 Table of Contents:

Submittals shall include a "Table of Contents" and give page numbers for each part the RFQ

15.4 Pagination:

Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

16 EXECUTION OF OFFER AND REQUIRED DOCUMENTS

The execution of offer must be completed, executed by a company officer, and returned with the Offeror's response. Failure to complete, execute and return the execution of offer with the response may result in rejection of the response.

The execution of a false statement will void the submitted response or any agreement or other contractual arrangement, which may result from the submission of Offeror's response. A false certification shall be deemed a material breach of contract and, at Alamo Colleges District' option, may result in termination of any resulting contract or purchase order.

17 **Addenda:** Receipt is hereby acknowledged of the following addenda to this RFQ (please initial). No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

18 **Award of Contract and Commencement of Services:** The undersigned agrees to execute the Agreement without modification (except for response-listed exceptions and negotiation of price and scope for particular Project Management/Program Management services) after notification that the Offeror has been identified by the Alamo Colleges District as an Offeror to whom a contract should be awarded and to commence services on the commencement date stated by the Alamo Colleges District in a Notice to Proceed / Purchase Order. The Alamo Colleges District reserves the right to accept or reject all Responses and to waive response irregularities. Responses shall be valid and not withdrawn for at least a period of one hundred twenty (120) days from the date of opening.

Respectfully Submitted and Certified By: Executing party shall be an Officer of the firm.

(Offeror's Printed Name)

(Company Name)

(Authorized Signature)

(Address)

(Position in Company)

(Date)

Notary Signature

Seal or Stamp

My appointment expires _____

19.0 **EXECUTION OF OFFER**

19.1 By signature hereon, Offeror acknowledges and agrees that: (1) this RFQ is a solicitation for Qualification and is not a contract or an offer to contract; (2) the submission of a Response by Offeror in response to this RFQ will not create a contract between Alamo Colleges District and Offeror; (3) Alamo Colleges District have made no representation or warranty, written or oral, that one or more contracts with Alamo Colleges District will be awarded under this RFQ; and (4) Offeror shall bear, at its sole risk and responsibility, any cost which arises from Offeror 's preparation of a response to this RFQ.

19.2 By signature hereon, Offeror offers and agrees to furnish to Alamo Colleges District the products and/or services more particularly described in its Response, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.

19.3 By signature hereon, Offeror affirms that he has not given, offered to give, does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, free meal or service to a public servant or elected official of Alamo Colleges District in connection with the submitted Response. Further, Offeror certifies that no relationship, whether by relative, business associate, direct or indirect financial interest, or by any other such kinship exists between Offeror and an employee or elected official of Alamo Colleges District; or Offeror has not been an employee or elected official of Alamo Colleges District within the immediate twelve (12) months prior to the RFQ response. All such disclosures will be subject to administrative review and approval prior to Alamo Colleges

District entering into any contract with Offeror.

- 19.4 By signature hereon, a corporate Offeror certifies that it is not currently delinquent in the payment of any State of Texas Margin Taxes (Franchise Taxes) due under Chapter 171, Texas Tax Code; or that the corporate Offeror is exempt from the payment of such taxes; or that the corporate Offeror is an out-of-state corporation that is not subject to the Texas State of Texas Margin Tax; whichever is applicable.
- 19.5 By signature hereon, the Offeror hereby certifies that neither the Offeror nor the firm, corporation, partnership or Alamo Colleges District represented by the Offeror, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the Qualification Statement made to any competitor or any other person engaged in such line of business.
- 19.6 By signature hereon, Offeror represents and warrants that:
- 19.6.1 Offeror is a reputable company, licensed by the State of Texas regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ.
 - 19.6.2 Offeror has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ.
 - 19.6.3 Offeror is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 19.6.4 Offeror understands the requirements and specifications set forth in this RFQ.
 - 19.6.5 Offeror, if selected by the Alamo Colleges District, will maintain insurance as required by the Contract for the Project.
 - 19.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Offeror acknowledges that the Alamo Colleges District will rely on such statements, information, and representations in selecting the successful Offeror. If selected by the Alamo Colleges District as the successful Offeror, Offeror will notify the Alamo Colleges District immediately of any material change in any matters with regard to which Offeror has made a statement or representation or provided information.
 - 19.6.7 By signature hereon, Offeror certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Offeror's Response. By signature hereon, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Texas Statutes and Administrative Code.
- 19.7 By signature hereon, Offeror certifies as follows:
- 19.7.1 The vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

- 19.7.2 The vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Offeror as a member of its team was selected based on demonstrated competence and qualifications only.
- 19.8 By signature hereon, Offeror affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ.
- 19.9 By signature hereon, Offeror signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities.
- 19.10 By signature hereon, Offeror agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Offeror's Qualifications, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 19.11 By signing below, Offeror and any of their holding companies or subsidiaries affirmatively make the certifications, verifications, warranties and representations regarding all matters set forth in **Attachment D** as Certifiers thereunder.

EXECUTION OF OFFER: RFQ No. 2026-078

The Offeror must complete, sign, and return this Execution of Offer as part of their submittal response. The Offeror's company official(s) who are authorized to execute such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Submitted and Certified By: _____
Offeror's Name and Title

Firm Name: _____

Address: _____

Phone/Fax: _____

Email: _____

(Authorized Signature) *(Date)*

19.12 CERTIFICATION OF NON-COLLUSION

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Response in collusion with any other Offeror, and that the contents of this Response as to prices, terms or conditions of said Response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Response."

FILL IN APPLICATION INFORMATION:

A CORPORATION, OR LIMITED LIABILITY COMPANY, chartered in the State of ____, authorized to do business in the State of TEXAS.

A Partnership, Limited Partnership, Professional Partnership or other partnership, composed of:_____

_____.

An Individual, operating under the name of:_____

Respectfully Submitted,

By:_____
Signature

Name (Print or Type)

Position with Company

Date:_____

Address: _____

Phone:_____

Fax:_____

Email: _____

19.13 QUALIFICATION STATEMENT/RESPONSE CERTIFICATION

I certify that _____ has carefully reviewed this RFQ
(Print or type name)

Response and its attachments and agrees to abide by all terms and conditions contained therein. Further, I certify that all statements and documents submitted by my firm are true and accurate and may be verified by the Alamo Community College District. It is recognized that all parts of the submission become the property of the Alamo Colleges District and will not be returned.

(Offeror's Printed Name)

(Company Name)

(Authorized Signature)

(Address)

(Position in Company)

(Date)

Notary Signature

Seal or Stamp

My appointment expires_____

19.14 CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ**For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.		OFFICE USE ONLY
<p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a vendor who has a business relationship as defined by Section 176.00(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
1	Name of vendor who has a business relationship with local governmental entity.	
2	<div><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</div> <p>(This law requires that you file an update completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
3	Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center;">_____ Name of Officer</div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
4	<div><div>_____ Signature of vendor doing business with the governmental entity</div><div>_____ Date</div></div>	

Adopted 8/7/2015

ATTACHMENT A

Alamo Colleges District Purchasing and Contract Administration Department September 2025

Guidelines on Utilization of
Small Business Enterprises (SBE)



ALAMO COLLEGES DISTRICT

Alamo Colleges District

Small Business Program

Guidelines on Utilization of Small Business Enterprises (SBE)

Table of Contents

• Alamo Colleges District Small Business Program Mission Statement	page 3
• Alamo Colleges District Small Business Enterprise Clause	page 4-5
• Small Business Letter of Acknowledgement	page 6
• Small Business Subcontracting Plan	page 7- 9
• Small Business Subcontracting Plan Reporting	page 10
• Small Business Resource Contacts	page 11

Alamo Colleges District Small Business Program

Mission Statement

It is the policy of Alamo Colleges District to encourage the use of small business/demographically certified vendors as herein below defined to assist the College and District departments in the implementation of this policy through race, ethnicity, and gender-neutral means. The purpose of this program is to ensure that certified firms are provided the maximum practicable opportunity to participate in all purchasing and contracting opportunities.

ALAMO COLLEGES DISTRICT SMALL BUSINESS ENTERPRISE CLAUSE

Alamo Colleges District, its contractors, their subcontractors and suppliers, as well as all suppliers of all goods and services, shall not discriminate on the basis of race, color, religion, national origin, disability, gender or sexual orientation in the award and/or performance of contracts. All individuals and entities doing business, or anticipating doing business, with Alamo Colleges District are encouraged to support and implement a program designed to achieve the goal of establishing equal opportunity for all. Small Business Enterprises (SBEs) are hereinafter defined

Alamo Colleges District Purchasing and Contract Administration Department maintains an active program for the identification and placement of SBE's on solicitation mailing lists, and to provide information and other assistance to facilitate the use of such firms as contractors to the maximum extent practical. SBE's seeking contracting opportunities or looking to do business with Alamo Colleges District should file a "Vendor Registration" with the Alamo Colleges District Purchasing and Contract Administration Department, 2222 N. Alamo, San Antonio, Texas 78215; telephone 210-485-0100 or at <https://www.alamo.edu/purchasing>

Firms seeking contracting opportunities will be encouraged to use their best efforts to fully carry out this practice through subcontracting of small and/or minority business enterprises consistent with efficient performance.

Projects with subcontracting opportunities will be tracked monthly through B2Gnow thru <https://alamo.diversitycompliance.com>, whether there is a targeted goal or not, to track Alamo Colleges' progress in working with SBE certified firms.

DEFINITIONS

1. TYPES OF CERTIFIED ENTERPRISES

A. Small Business Enterprise:

Means a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated, and which meets the United States Small Business Administration (SBA) size standard for a small business (13 CFR Part 121, including the 13 CFR 121.201 see <http://sba.gov/size>)

B. Disabled Business Enterprise:

Means a business structure that is at least 51 percent owned, operated and controlled by a person with one or more disabilities as defined by the Americans with Disabilities Act (ADA) and amendments thereto (for purposes of applicability under the certification statutes, ordinances, rules and regulations governing the State of Texas).

C. Disadvantaged Business Enterprise:

Means an SBE with no more than \$23.98 million in annual gross receipts that is at least 51 percent owned and controlled by socially and economically disadvantaged citizens or lawfully admitted permanent residents of the United States whose aggregate personal net worth does not exceed \$1.32 million.

D. Historically Underutilized Business:

Means the State of Texas HUB (Historically Underutilized Business) Program of the Texas Procurement and Support Services (TPASS) division of the Texas Comptroller of Public Accounts. TPASS certifies HUB-eligible applicant suppliers and maintains a list of HUB-certified suppliers for Texas state agencies and governmental entities. The owner must provide proof of 51 percent ownership and control of the day to day operation of the business. The owner must be an economically disadvantaged person that is either Asian Pacific American, Black American, Hispanic American, Native American, American woman, and/or Service-Disabled Veteran with a service-related disability of 20 percent or greater.

E. Minority Business Enterprise:

Means a business enterprise that is owned/controlled and operated by one or more minority person(s). Minority persons include Blacks, Mexican-Americans, and other persons of Hispanic origin, American Indians, Alaskan Natives, and Asians and Pacific Islanders.

F. Veteran Business Enterprise:

Means a business structure that is at least 51% owned, operated, and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable. **NOTE: This certification type should not be confused with the Service Disabled Veteran designation available through the Small Business Administration.**

G. Women Owned Business Enterprise:

Means a sole proprietorship that is owned and controlled by a woman, a partnership at least 51.0% of whose assets or partnership interests are owned by one or more women, or a corporation, limited liability Company, or other form of entity, at least 51.0% of whose assets or ownership interests are owned by one or more women.

2. OWNERSHIP AND CONTROL

A. Owned:

1. For a sole proprietorship to be deemed a certified business enterprise, it must be owned by a certified person.
2. For an enterprise doing business as a partnership, it is necessary that at least 51.0% of its assets or interests in the partnership property be owned by one or more certified person(s).
3. For an enterprise doing business as a corporation, limited liability Company, or other form of entity, it is necessary that at least 51.0% of its assets or ownership interests be owned by one or more certified person(s).

B. Controlled/Operated:

That the primary power to manage a business enterprise shall rest with certified person(s).

C. Share in Payments:

Certified partners, proprietors, members, stockholders, or other owners of the enterprise, as the case may be, shall be entitled to receive 51.0% or more of the total profits, bonuses, dividends, interest payments, commissions, consulting fees, rents, procurement, and subcontractor payments, and any other monetary distribution paid by the business enterprise.

(RESPONDENT'S BUSINESS LETTERHEAD)

Date

Torence Henderson
Supplier Management Coordinator
Alamo Colleges District
2222 N. Alamo St
San Antonio, TX 78215

Re: Small Business (SBE) Subcontracting Plan for _____

Dear Mr. Henderson:

In accordance with the statement outlined, I have read and understand the Alamo Colleges District guidelines for the demographic/small business (SBE) certification of vendors.

This (SBE) subcontracting plan commitment goal will include subcontracting opportunities representing an estimated cumulative percentage of ____%.

I acknowledge that if I am selected as the Prime or Lead for a project, I will be required to provide the attached subcontracting plan, inclusive of all (SBE) subcontractors and their certification document by an approved certifying agency. By completion of Section 6" of the (SBE) subcontracting plan, I affirm my intent to utilize the subcontractors selected to perform the scope of work to be subcontracted.

Should we discover additional subcontractors claiming (SBE) status during the course of this contract, we will notify you of the same. In addition, if, for some reason, a (SBE) is unable to fulfill its contract with us, we will notify you immediately in order to take the appropriate steps to amend this contractual obligation.

Sincerely,

(Project Executive)

X _____

ALAMO COLLEGES DISTRICT

SMALL BUSINESS SUBCONTRACTING PLAN

- - Special Instructions/Additional Requirements - -

- Respondents shall submit a completed Small Business (SBE) Subcontracting Plan to be considered responsive (pages 8, 9, and 10). Failure to submit a completed Subcontracting Plan shall result in point(s) reduction in the evaluation process for the bid and/or proposal.
- **NOTE:** Respondents who intend to SELF-PERFORM all of their work shall submit a Subcontracting Plan for Self-Performance and complete only Section 7 and 8.
- Payments for the Construction Manager at Risk or Prime Contractor will be tracked along with their selected subcontractors (SBE and Non-SBE) monthly online thru B2GNow.

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____
- Point of Contact: _____ Phone #: _____
- b. Is your company certified as a small, minority, woman owned, disabled individual, disadvantaged, veteran owned or historically underutilized business?
- ☐ - Yes ☐ - No
- c. CSP #: _____

SECTION 2 - SUBCONTRACTING INTENTIONS

- ☐ - Yes, I will be subcontracting portion(s) of the contract.
(If yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 9.)

- ☐ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) -	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

SECTION 4 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 5, 6 and 8.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more SBEs. You can use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>, and it's HUB Directory, found at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Also, the South Texas Regional Certification Agency's (STRCA) database at <http://sctrca.org/> to identify available SBEs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential SMWVBs by disseminating the subcontracting opportunity to their members/participants. **Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the SBEs no less than five (5) working days from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 5 - SBE FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** certified SBEs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?	
_____	_____	____/____/____	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No

SECTION 6 - SUBCONTRACTOR SELECTION

List all the subcontractor(s), both SBE and non-SBE, you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a SBE.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Certified SBE?
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a SBE, provide written justification of your selection process below:

SECTION 7 - SELF PERFORMANCE JUSTIFICATION

(If you responded “No” to SECTION 2, you must complete SECTION 7 and 8.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- ☐ - **Yes** If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- ☐ - **No** If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

[illegible]

SECTION 8 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the SBE Subcontracting Plan are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Payment Request Forms) to Alamo Colleges District, verifying their compliance with the SBE Subcontracting Plan, including the use/expenditures they have made to subcontractors.
- The respondent must seek approval from Alamo Colleges District prior to making any modifications to their Small Business (SBE) Subcontracting Plan.
- The respondent must, upon request, allow Alamo Colleges District to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature

Printed Name

Title

Date _____

Small Business Subcontracting Plan Reporting

Small Business (SBE) Subcontracting Reporting: This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data. The Prime or Lead selected and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information. The Prime/Lead is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up to date. Alamo Colleges District may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

Please provide a signature as your acknowledgement that Subcontracting Reporting will be required on this project.

X_____

Small Business Resource Contacts

Alamo Colleges District Purchasing and Contracting Department

Purchasing and Contracting Department 210/485-0100

Torence Henderson, Supplier Management Coordinator, twhite85@alamo.edu 210/485-0127

2222 N. Alamo St

San Antonio, TX 78215

Websites – the following websites will assist in the ability to search or identify certified firms:

The South Texas Regional Certification Agency:

<http://sctrca.org/>

Texas Procurement and Support Services Division

<http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>

Compliance of the project:

<https://alamo.diversitycompliance.com>

ATTACHMENT B

**FORM AGREEMENT BETWEEN OWNER AND ARCHITECTURAL/ ENGINEERING /CONSTRUCTION PROJECT
MANAGEMENT/PROGRAM MANAGEMENT SERVICES**

**ARCHITECT/ENGINEERING AGREEMENT
BETWEEN
ALAMO COMMUNITY COLLEGE DISTRICT ("ACCD")
AND
_____, ARCHITECT/ENGINEER ("AE")**

This Agreement ("**Agreement**") is made and effective as of _____, by and between the above-named parties, whose addresses are identified in this Agreement under "Notices," each individually "party" or jointly "parties."

RECITALS

WHEREAS ACCD desires the complete design and construction of a described and located as set forth below ("**Project**") for a total Project budget ("**Budget**") not to exceed the set forth herein:

_____; and

WHEREAS AE materially represents that it has the expertise and experience to provide all Project related architect and engineering services for the Project as required by this Agreement and desires to do so for the compensation herein;

WHEREAS, this Indefinite Delivery, Indefinite Quantity (IDIQ) Architectural/ Engineering Services Agreement comprises of services described in individual purchase orders issued hereunder;

NOW, THEREFORE, in consideration of the covenants and conditions herein the parties agree:

**ARTICLE 1
ACCD's RESPONSIBILITIES**

1. ACCD Representatives.

a. **Designated Representatives.** ACCD's Designated Representative(s) will be ACCD's Director of Construction Management, and other designees named below or designated by written notice, if any. Unless otherwise specifically provided in this Agreement, the Designated Representative(s) shall be the sole point of contact regarding all activities under this Agreement. ACCD's Designated Representative will be responsible for securing ACCD reviews and approvals required by this Agreement, rendering decisions on behalf of ACCD in connection with the Work and Services, being present for meetings and inspections as required hereunder, and serving as AE's ACCD contact during the Project phases. ACCD's Designated Representative(s) shall be authorized to act on behalf of ACCD with respect to the Project except actions for which the Authorized Representative is required. ACCD's Designated Representative(s) will be _____. Such Designated Representatives may be changed by ACCD upon written notice to AE.

b. **Authorized Representatives.** Any modification of rights, duties and obligations under this Agreement requires an amendment to this Agreement, which must be agreed in writing signed by one of the following "Authorized Representatives" of ACCD: the Chancellor, the Vice-Chancellor for Finance & Administration or Associate Vice Chancellor for Facilities. All representatives include their respective successors.

2. Survey Information. ACCD may furnish a legal description and certified land survey of the site where

construction-related will take place and where the Project will be constructed (“**Site**” or “**Project Site**”), identifying, as applicable: grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. AE shall determine whether the information is sufficient for purposes of the Project. If additional survey information is needed, AE shall supply it as an Additional Service, unless otherwise requested by ACCD.

3. **Timely Response.** ACCD acknowledges its need to furnish information, render approvals and decisions as required in this Agreement in a reasonable period of time for the orderly progress of the Services and Work, subject to the timeliness with which ACCD receives submissions for review.

4. **Review Program Requirements.** ACCD will review the Program of Requirements prepared by AE (“**POR**”) when completed and determine whether to proceed with the Project. ACCD reserves the right to terminate this Agreement following completion of the POR and shall have no further obligation to AE other than payment for authorized Services provided by AE prior to such termination in accordance with the terms and conditions of this Agreement.

5. **Project Manager Selection.** ACCD may select a third-party Project Manager for this Project with whom AE shall coordinate its services. ACCD may direct AE to recognize the Project Manager as its representative for the performance of various duties that are otherwise the responsibility of ACCD or ACCD’s Designated Representative.

6. **Provide Design Comments.** ACCD will review AE’s design at the completion of the Schematic Design and Design Development phases and at applicable review stages herein and provide written comments to AE within a reasonable time after receiving the Documents. No approval may be deemed given by ACCD without its written approval. ACCD may require AE to halt production during design review at any phase, without additional cost, however AE will be compensated as required by this Agreement for Services performed.

7. **ACCD Review/Approval(s).** The parties agree that ACCD’s review, comment and/or approval of any document, drawing, invoice, term, or other submission of any kind or form presented to ACCD under this Agreement shall be deemed an approval as to the general appearance of conformity with ACCD’s goals, and shall not constitute or operate as (i) an approval, acceptance or waiver of any conflicts, defects, errors or omissions, or a representation of any kind regarding the presence or absence of the same, nor (ii) a waiver of any rights of ACCD to assert claims including without limit any warranty claims, nor (iii) an amendment of the terms of this Agreement, an authorization for additional cost or a Purchase Order modification nor (iv) an assumption of risk or liability by ACCD. If ACCD knows of a material design fault or defect, error and/or omission in the Project and recognizes it as such, ACCD will notify AE in writing; however, notwithstanding any obligation of ACCD hereunder, or any other document or understanding, the parties agree that ACCD is not an architect, engineer or construction contractor and shall have no obligation or duty to investigate, recognize, identify or notify AE of any faults, construction or other defects, design defects, errors, omissions or conflicts in any documents, drawings or specifications created or used by AE, or in any submittals by AE to ACCD for review and/or comment, however submitted, or between any Contract Documents, nor to recognize the same, whether in any inspection, in any document, drawing, specification, discussion, inspection, review, observation (including observation of actual construction) or otherwise, or by virtue of any credentials or experience of ACCD or ACCD Group in similar projects, or for any other reason, and ACCD shall have no liability for failing to do so. In addition, AE shall remain solely responsible for the accuracy, completeness, and coordination of all design documents, regardless of any review, approval, comment, or observation by ACCD.

8. **Contractor Selection.** At any time, ACCD may retain a construction contractor for the Project (“**Contractor**”), pursuant to a form of Agreement selected by ACCD where the basis of payment may be the cost of the Work Plus a fee with a Guaranteed Maximum Price (“**GMP**”) or other form approved by ACCD. AE may participate in the selection process and make recommendations; however, the Contractor will be selected by ACCD. References herein to AE’s obligations with respect to “Contractor” shall be “as applicable” subject to ACCD’s selection of a Contractor. AE shall

advise ACCD in writing of any concerns regarding cost, constructability, or completeness during selection of Contractor. AE's participation does not relieve AE of responsibility for the adequacy of and confirming compliance by the Contractor with AE's design documents. Notwithstanding the appointment of a Project Manager, AE shall remain fully responsible for all Services required under this Agreement.

ARTICLE 2 AE'S RESPONSIBILITIES

9. **AE's Designated Representative(s).** AE shall designate one or more of its senior principals to serve as its Project representative(s), who shall be currently registered professional architects/engineers, licensed to practice in Texas, and who have at least 10 years of experience in leadership roles on other projects substantially similar in size and scope to the Project. AE's Designated Representatives shall be authorized to act and make decisions on behalf of AE with respect to the Project and all phases of the Services and shall be available as reasonably required by ACCD and/or Contractor for the benefit of the Project and ACCD. The following named persons shall be AE's Designated Representative(s) for the Project _____; and _____.

AE's Designated Representatives are deemed key personnel such that, while employed by AE, they shall not be replaced or removed from the Project without the prior written approval or request of ACCD. The team of persons providing Services will be led by the Designated Representatives.

10. **Services.** All of AE's obligations under this Agreement are referred to as the "Services." AE shall timely provide all Services described in this Agreement, in accordance with this Agreement and as set forth each purchase order issued to AE by ACCD under this Agreement, to include all Basic Services and Additional Services, as the same are further defined in this Agreement, for the compensation approved herein by ACCD, in accordance with the AE's Schedule (including the Project Schedule). TIME IS OF THE ESSENCE for performance of the Services.

11. **Purchase Orders Required.** AE's Services shall be authorized by individual "Purchase Orders" in the format approved by ACCD, each of which are incorporated into and governed exclusively by this Agreement, which, if requested by ACCD, shall identify the and scope of the Basic and/or Additional Services and the total not to exceed fees to be paid by ACCD and accepted by AE for all such Services, consistent with this Agreement and the Schedule. ACCD shall not be obligated to pay for Services performed without authorization in a Purchase Order or Purchase Order modification issued by ACCD, under any circumstances. Upon acceptance by ACCD and AE, each Purchase Order shall become part of this Agreement, except to the extent of terms and conditions in any document attached to or referenced in the Purchase Order..

12. **Purchase Order Modifications.** ACCD may at any time request a change to any of AE Services by requesting a fee proposal for the revised Services and issuing a Purchase Order modification (limited to scope, price and schedule). Additional terms in the proposal whether executed, referenced in or attached to the Purchase Order or Purchase Order modification shall, regardless of any terms therein to the contrary, be entirely void except for the price, scope of Services to be performed and mutually agreed schedule adjustments necessitated by the modified scope. Purchase Order modifications shall be governed exclusively by the terms of this Agreement and any terms or conditions in the proposal or any other documents attached to or referenced in the proposal or Purchase Order shall be void.

13. **Budget Development.** Unless provided by Owner, AE will develop a preliminary project budget and schedule based on consultation with ACCD, which includes a **Construction Cost Estimate ("CCE")**.

a. **CCE Defined.** The CCE is the total cost of all elements of the Project, including without limit, all Work, fixed equipment, related site improvements, adjacent site amenities and utility services, including telecommunications, labor, materials, equipment and services, necessary to construct the Project in accordance with the POR developed hereunder, including habitability, at current market rates, a reasonable and realistic allowance for overhead, profit and general conditions, foreseeable tariffs the cost of labor and materials furnished by ACCD and any equipment which has been shown in the Plans, specified, and specially

provided for by AE. It does not include compensation to AE, any consultants, the cost of the land, rights-of-way or other costs to be paid by ACCD.

b. **Continuous Review.** AE, as part of Basic Services, shall evaluate the ACCD's Project Budget and prepare a CCE for the Project. This CCE shall be reviewed with ACCD at least monthly and at each design phase and compared with the Budget prepared by ACCD and Contractor, if and when applicable, and AE will provide written comments to ACCD. AE and ACCD will consult with ACCD's Designated Representative and Contractor, if applicable, and AE shall not proceed with the next phase of the design until ACCD agrees in writing with the CCD. If the CCE will cause the Budget to be exceeded at any time(s), AE will promptly notify ACCD and provide an explanation, identifying the sources of increased cost, as well as options for bringing the design in line with the Budget. ACCD will determine whether to require AE to revise the Project scope or quality to comply with the Budget at no additional cost to ACCD. Reductions in Project scope or quality are subject to ACCD's review and approval.

14. **Schedule Development**

a. **AE's Schedule.** References to AE's Schedule shall refer to schedules prepared by AE and approved by ACCD depicting with specificity the timeline for performance of all professional services required for the Project, including those performed by AE and its Consultants, to include without limit all performance and design milestone dates, dates when cost estimates or design reviews will occur, deadlines for completion of deliverables, specified time allowances for reasonable periods of time required (1) for ACCD's review, (2) for Contractor's review, (3) for the performance of Contractor's Preconstruction Phase services and construction Phase services through substantial and final completion, (4) for the performance of known services by other consultants (whether to AE or to ACCD), if any, (5) for all Services of AE and its Consultants, and (6) for approval of submissions by authorities having jurisdiction over the Project. If not previously provided, within seven (7) days after ACCD's issuance of a Purchase Order, AE shall submit AE's Schedule to ACCD for approval. Changes to AE's schedule may be made only with the written approval of ACCD. It is anticipated that AE's Schedule may be adjusted with ACCD's approval until a Contractor has been procured and a final Project Schedule is established. AE shall perform all of its Services in accordance with AE's Schedule, including the Project Schedule.

b. **Project Schedule.** The Project Schedule is the comprehensive timeline for performance of all aspects of the Project, including purchasing, design and engineering, construction, professional services, critical path, procurement and delivery, task, sequence of tasks and duration, Project milestones, Project sequence, resource allocation (labor, materials, equipment), potential risks, testing and all other Project requirements, milestones and deadlines and shall incorporate AE's Schedule. Upon selection of a Contractor, AE will submit AE's Schedule to Contractor and participate with ACCD and Contractor in developing and revising AE's Schedule as it relates to the Project Schedule. Once ACCD approves AE's Schedule of timelines for incorporation into the final Project Schedule, AE shall not exceed them. The final Project Schedule is the Project Schedule attached as an exhibit to the Construction Contract as of the date it is signed by ACCD as it may be amended from time to time.

c. **Maintenance of Project Schedule.** AE understands that the Project Schedule is of critical importance and agrees to undertake all reasonable efforts to expedite the performance of Services as necessary, so that the Project will be commenced and completed as scheduled. In this regard, AE shall proceed with sufficient numbers of qualified personnel and Consultants as necessary to fully and timely accomplish all Services required under this Agreement. AE shall consult with ACCD and Contractor as necessary to coordinate and maintain AE's schedule so as not to interfere with the overall Project Schedule. AE shall review and approve or take other appropriate action as requested by ACCD or Contractor upon the portion of the Project Schedule relating to the performance of AE's Services. Upon any delay, AE shall take reasonable corrective action and utilize additional personnel as necessary to maintain the Project Schedule. AE shall do so at no additional cost to ACCD for delays resulting from the fault, acts, errors or omissions of AE or its Consultants.

15. **Titles and Hourly Rates.** AE has provided the list of all personnel titles and hourly wages for each should payment by hourly rate be agreed by ACCD hereunder (Hourly Rate Schedule”) attached hereto as Exhibit “A,” which are stipulated rates for the duration of the Project.

16. **Harmonious Relations.** AE will provide all Services in conjunction with the obligations of Contractor under the Agreement between ACCD and Contractor, a copy of which will be provided to AE. AE shall take all action reasonably necessary to foster harmonious with Contractor, ACCD, and ACCD’s contractors and employees.

17. **Standard of Care.** AE agrees and acknowledges that ACCD is entering into this Agreement in complete reliance on AE’s represented professional abilities with respect to performing AE’s Services. AE therefore agrees to perform all Services with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect. AE hereby agrees to correct, immediately and at no cost to ACCD, including in and out costs, any Services that do not meet the Standard of Care.

18. **No Conflict of Interest.** AE represents that there are no obligations, commitments, or impediments of any kind known to AE that will adversely affect performance of the Services. AE shall not undertake any other activity or engagement if doing so would compromise AE’s professional judgement or ability to ethically perform this Agreement in accordance with its terms.

19. **Quality of Service.** AE’s Services shall be free from material errors or omissions and shall be performed in accordance with the Standard of Care. Neither acceptance nor approval of AE’s Services by ACCD shall relieve AE of any of its duties, obligations or liabilities, it being understood that ACCD is relying entirely upon AE for its skill and knowledge in performing the Services. ACCD shall have the right to reject any Services because of any fault or defect, error or omission in the Plans, Drawings, Specifications, and other Services performed and deliverables provided by AE. Upon notice by any means of any such fault, defect, error or omission, AE shall promptly provide all Services necessary to correct or remedy them at no additional cost of any kind to ACCD and shall be responsible for all costs and damages incurred by ACCD arising from such errors or omissions, including costs of redesign, rebid, and construction delays. AE’s obligation to make corrections is in addition to, and not in substitution for, any other remedy for defective services which ACCD may have under this Agreement or by Law.

20. **Adequacy of Personnel.** AE must allocate adequate time, personnel, and resources as necessary to perform all Services in strict accordance with the AE’s Schedule before and after it is incorporated into the Project Schedule.

21. **AE Group.**

a. **AE Group Defined.** As used in this Agreement, “AE Group” refers individually, collectively and in all combinations to AE, and such persons or entities over whom AE exercises control, including without limit its direct and indirect employees, borrowed employees, contract personnel, its Consultants of any tier, agents, officers, directors, representatives, and invitees, as well as any person(s) or entity(ies) performing any of AE’s obligations hereunder.

b. **Responsibility for AE Group.** AE acknowledges that AE has exclusive supervision or control of AE Group. AE shall be solely responsible for supervision of and ensuring compliance by AE Group with all of AE’s obligations, duties, responsibilities, and liabilities under this Agreement. Every performance, defect in performance, act, error and/or omission of AE Group, of any kind whatsoever, including without limitation, negligence, violation of Law, and breach of duty or failure to comply with AE’s obligations under this Agreement, shall be deemed that of AE for all purposes under this Agreement, whether or not any provision of this Agreement specifically references AE Group, and regardless of any approval of any of AE Group by ACCD.

22. **AE Consultants.**

a. **Consultants Defined.** "Consultants" as used herein refers to any person(s) or entity(ies) engaged in any capacity under any form of agreement or understanding directly with AE to perform any of AE's obligations under this Agreement, as well as every ensuing tier of persons or entities subsequently engaged to perform any obligation of AE hereunder, even if not having a direct engagement by AE. Under no circumstances shall ACCD or Contractor be considered a Consultant of AE.

b. **DELEGATION OF DESIGN PROHIBITED. AE SHALL NOT DELEGATE ANY DESIGN OR OTHER SERVICES TO CONTRACTOR and, without limiting ACCD's remedies, AE shall be liable for performance by Contract in the event of delegation in breach of this provision.**

c. **Engagement of Consultants.** AE shall not engage, contract with or use the services of any Consultants, without obtaining the prior written approval of ACCD, not to be unreasonably withheld. AE shall submit to ACCD for its approval a report of the scope of services to be provided by each such Consultant, with the Consultants acknowledgment thereof. No provision of this Agreement and no approval of the ACCD, whether as to any Consultant(s), scope of services to be provided by Consultant(s), or otherwise shall be construed as an agreement between ACCD and the Consultant or in any way affect the obligations and liabilities of AE hereunder.

d. **Consultant Basic Services Fees.** AE shall pay timely for all Consultants out of Basic Services and Additional Services Fees and ACCD accepts no other responsibility of any kind for Consultants fees or costs. AE shall keep complete copies of Consultant agreements, invoices and payments as Project records.

e. **Identification and Coordination of Consultants.** AE shall select and submit the names of all persons, or firms that it proposes to use as Consultants and shall provide ACCD, upon request, with a fully executed copy of each Agreement AE enters into with its Consultants. AE is responsible for supervising and coordinating the Services of all of its Consultants such that their Services and work product are appropriate for and adequately incorporated into the Project design. ACCD reserves the right, in its sole discretion, to reject and bar from the Project any Consultant, person or entity to which ACCD reasonably objects. AE shall not be required to contract with any particular Consultant to whom AE reasonably objects, subject to ACCD's right to require AE to secure additional Consultants.

23. **Small Business Enterprises ("SBE").** AE agrees, to the extent not satisfied under the prime agreement, to allocate work to SBE's in accordance with Alamo College District's Small Business Program attached hereto as Exhibit C, including the Guidelines on Utilization of SBE's and the Small Business Subcontracting Plan submitted by AE. AE agrees, to the extent not satisfied under the prime agreement, to allocate work to SBE's in accordance with such Program, Plan and Guidelines. While this Agreement is in effect and for one year after final completion, the ACCD may require information from AE, and may conduct audits, to assure ongoing compliance this provision. No changes to the Plan may be made unless approved in writing by the ACCD.

24. **Preliminary Project Schedule.** Unless included with AE's project proposal, within 7 business days after issuance of initial Purchase Order, AE shall submit a preliminary project schedule which shall incorporate AE's Schedule for review and approval by ACCD.

25. **ACCD's Project Management Software System.** AE shall use and at its own expense obtain and maintain throughout the IDIQ period sufficient license(s) to use the Project Management Software utilized by ACCD ("PMIS") (including ProjectMates and Primavera 6) through the IDIQ Period, costs of which shall not subject to payment or reimbursement by ACCD. AE shall not substitute use of another project management system in connection with the Project without ACCD's written authorization. All submittals required hereunder shall be uploaded into the PMIS.

26. **Building Information Modeling.** AE shall utilize Building Information Modeling ("BIM") authoring

software and BIM-based design processes, in accordance with the National Building Information Modeling Standard, to produce model(s) for this project. AE shall be knowledgeable of BIM use for all phases of the design and utilize data, graphics, and drawings derived from the model for decision making support and construction documentation as part of Basic Services. The BIM software shall be compliant with the Industry Foundation Class file format.

- a. During the design process, the model(s) shall, at a minimum, be utilized for Design Authoring, Design Reviews, Space Tracking, Cost Estimation, 3D Coordination, and Record Modeling.
- b. During the bidding process, the design team may be required to provide the model(s) and derived drawings to all proposers upon request.
- c. During the construction process, it is intended that the contractor shall utilize the model(s) for 3D Coordination and Fabrication.
- d. AE shall develop a project BIM Execution Plan documenting BIM uses, analysis technologies, and workflows. The BIM Execution Plan shall be submitted to ACCD within thirty (30) days of the execution of this Agreement. A combined BIM Execution Plan from both AE and Contractor is also acceptable.
- e. All BIM models and related data shall be considered Contract Documents, and AE shall be fully responsible for their accuracy and coordination to the same extent as all other design documents.

27. **Required Filings.** AE shall, at all Phases and throughout the Project, assist ACCD and Contractor, as requested by ACCD, in preparing and filing documents required for the approval of governmental authorities having jurisdiction over the Project. AE, in coordination with Contractor as the case may be, shall contact any federal, state or local governmental authorities, and utility providers, as required to negotiate and secure approval of any project-related documents, including, without limit, plans, drawings, certificates and permits, to address and resolve issues associated therewith. AE shall promptly notify ACCD of any anticipated delay in securing approvals and shall take all reasonable steps, at its expense, to mitigate such delay and shall include such measures in its notice to ACCD.

28. **Compliance with Law.**

- a. **"Law(s)"** in this Agreement means all laws, including without limit codes, enactments, statutes, regulations, guidelines, rules, ACCD Facilities Guidelines, ordinances, orders, building and accessibility codes, or other requirements including without limitation OSHA and other safety regulations, those pertaining to building and accessibility, zoning, intellectual property, professional licensure, employment, tax, licensing, the environment, hazardous waste, procurement, promulgated by any federal, state, local or other governing body having jurisdiction, as well as ACCD's Design Standards, Master plans and internal policies, which are applicable to AE Group, the Services, and/or the Project, which are in effect at the time the Services are performed and/or the Project is complete, as the same may be amended prior to Project Completion.
- b. **Firearms.** ACCD is a public community college district restricted by Law from prohibiting the concealed carry of handguns by firearm license holders in most of its locations, but open carry on college property is prohibited by Law. Licensed concealed handgun carry is prohibited in certain areas designated by specific signage, which shall be observed by all persons therein present.

- c. **Hazardous Materials.** AE shall not bring to ACCD's property any toxic or hazardous substances or materials as defined by the US Environmental Protection Agency ("**Hazardous Substances**"). AE shall immediately notify ACCD if it discovers the presence of any Hazardous Substances.
 - d. **Project Compliance.** AE will determine the requirements of all Laws applicable to the Project and will keep the Project in compliance therewith.
 - e. **AE Compliance.** AE shall ensure that no Basic or Additional Services are performed by any person and/or entity that does not possess all legally required, current, valid and unexpired permits and licenses required of architects and engineers, as applicable. AE represents that all Services shall be performed in accordance with all Laws, and only by registered and licensed architect/engineers.
 - f. **Certification of Licensing.** Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, who is licensed to practice in the State of Texas. AE materially represents and certifies that AE (and all employees and Consultants) hold and shall maintain during the Term of this Agreement all requisite licenses and certificates required to practice in the State of Texas and to perform the Services required of AE under this Agreement. AE agrees to notify ACCD should AE's license or registration status change. AE certifies that AE and AE's employees and Consultants are eligible to work in Texas under federal, state and local immigration laws and regulations.
29. **Business Ethics.** While pursuing contracts with ACCD and while performing Services in accordance with this Agreement, AE agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest that could be construed to have an adverse impact on ACCD's best interests. AE will not take or accept any action which would cause ACCD to be in violation of Law or ACCD's policies, including:
- a. **Gift Giving.** AE shall not make or offer, or cause to be made or offered, any cash payments, commissions, employment, gifts valued at \$50 dollars or more, entertainment, free travel, loans, free work, substantially discounted work, or any other such considerations to ACCD's officials, representatives, employees or their relatives.
 - b. **Receipt of Gifts.** AE shall not receive or accept any cash payments, commissions, employment, gifts valued at \$50 dollars or more, entertainment, free travel, loans, free work, or substantially discounted work or any other such considerations from representatives of contractors, subcontractors, material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the Project.
 - c. **Notice of Non-Compliance.** AE agrees to notify ACCD's Designated Representative, within 48 hours of any instance where AE becomes aware of a failure to comply with the provisions of this Article.
 - d. **Compliance Letter.** Upon request by ACCD, AE agrees to provide a certified letter executed by an AE representative selected by ACCD in a form agreeable to ACCD stating that the representative is not aware of any situations violating the business ethics expectations outlined in this Agreement or any similar potential conflict of interest situations.
 - e. **Inclusion in Contracts.** AE agrees that provisions substantively similar to this Section shall be included in all contracts with Consultants receiving more than \$25,000 in funds in connection with the Project.
30. **Insurance.** AE shall comply with all obligations set forth herein in Exhibit B, "Insurance/Bonds". ACCD reserves the right but not the obligation to review and approve the form of insurance coverage provided. References

to insurance "Policy(ies)" mean insurance policies together with all related endorsements, declarations and certificates. AE's Policies of insurance required under this Agreement shall be provided to ACCD before starting the Services.

ARTICLE 3 BASIC SERVICES

31. **Basic Services.** AE hereby agrees to the full performance of the Basic Services in accordance with the covenants and conditions contained in this Agreement. AE's "**Basic Services**" are those Services identified in this Article, for each phase of the Project as described herein, including, without limit, civil, structural, mechanical, electrical, plumbing and other Services, AE's Responsibilities and all other services identified in this Agreement as Basic Services and/or which are reasonably inferable from this Agreement (even if not specified) as being required to design, plan, construct and complete the Project and each phase of the Project in accordance with ACCD's Design Standards, the POR, and the terms of this Agreement. Basic Services further include compliance with Laws, management and coordination of the Services, administration of some or all of the Construction Contract as requested by ACCD, being knowledgeable about the characteristics and conditions of the Project Site, consultations with ACCD and Contractor, advising ACCD, researching and becoming knowledgeable about the design criteria, attending meetings, reporting to ACCD, communicating with the Project team, identifying errors, omissions and inconsistencies in its Services, work product and/or other Project information, and providing prompt written notice to ACCD of any such errors, omissions or inconsistencies. Basic Services include all related services, devices, software, equipment, workspace and technology and other resources necessary to complete the Basic Services, and to complete each Phase of the Project, in accordance with ACCD's requirements and the terms of this Agreement, whether or not specified herein. Basic Services are not subject to payment or reimbursement as Additional Services. AE's Basic Services shall include, without limit, the following disciplines:
- a. Architectural/Design Services
 - b. Construction Contract Administration Services
 - c. Sustainable Design Services
 - d. Audio Visual/Data, IT & Telecommunications Engineering
 - e. Civil Engineering Services
 - f. Structural Engineering Services
 - g. Mechanical Engineering Services
 - h. Electrical Engineering Services
 - i. Plumbing Engineering Services
 - j. Fire Protection Engineering Services
 - k. Rendering(s), and/or Scale Model
 - l. Other Consultants performing Basic Services, as required by the Project
 - m. Cost Estimation Services
 - n. Schedule Review and Assessment Services
32. **Landscape Architecture.** Anything to the contrary herein notwithstanding, AE shall, as a Basic Service, design, document and provide construction administration for the exterior hardscape (paving, walls, fences, arbors, etc.) and softscape (planting and irrigation) that will comply with the applicable governmental jurisdictions' landscape and/or tree preservation requirements. If required by applicable governmental authorities, a tree preservation plan shall be prepared and reviewed with the appropriate authorities and revised until compliance is achieved. If, during construction, changes are made to the planting or irrigation plan, AE will submit those revisions as a post-permit submittal to the appropriate jurisdiction for use during certificate of occupancy inspections.
33. **Project Design Services.** As a Basic Service, AE shall provide all design Services required in this Agreement and the purchase orders issued hereunder, and shall, on an ongoing basis:

- a. **Maintain Budget.** Design and manage the design of the Project so that the CCE does not exceed the Budget, and advise ACCD of any adjustments to the scope, size and/or quality of the Project necessary to comply with the Budget during Design Development;
- b. **Achieve POR.** Design and manage the design of the Project to achieve the objectives of the POR, including scope and cost, throughout the Term including completion and acceptance of the Construction Documents phase;
- c. **Incorporate Technologies.** Consistent with the Budget, design the Project to incorporate current systems technology as appropriate to the institution's stated mission and the programmed functional activities, such technology to be compatible with the existing facility, if any, and acceptable to ACCD;
- d. **Campus Master Plan.** Design the Project in accordance with the applicable Campus Master Plan, incorporated herein by reference for all purposes as the same may be amended by ACCD from time to time, a copy of which has been provided to AE and is available to AE on request; and
- e. **ACCD Design Standards.** Perform its Services, including design, in accordance with the ACCD's "Design Standards," which AE agrees has been provided to AE and area available through ACCD's website <https://www.alamo.edu/about-us/offices-departments/departments/facilities-and-construction-management/> and are incorporated herein by reference for all purposes as the same may be amended by ACCD from time to time, including:
 - i. ACCD Graphic Standards Review Set
 - ii. Alamo Colleges Telecommunications Infrastructure Standards
 - iii. Alamo Colleges Technology Infrastructure Specifications
 - iv. Brand Standards Guide (Use of Logo)
 - v. Design and Construction Standards
 - vi. Food Service Programming and Planning
 - vii. Lounge Standards
 - viii. Standardization of Office Furniture
 - ix. Standardization of Office Furniture Worksheet
 - x. Vol. II Facility Condition Assessment
 - xi. Vol. III Educational Standards.

34. **LEED Design.** Schematic Design shall be performed utilizing sustainable design principles based on LEED 2009 requirements as established by the U.S. Green Building Council, employing those principles pertaining to energy and water conservation and indoor environmental quality, as well as energy modeling and/or daylighting studies required to achieve these principles. All sustainable design services reasonably necessary to comply with ACCD's sustainability requirements shall be Basic Services.

35. **Sequence of Basic Services.** The Basic Services to be provided by AE shall be rendered in the same sequence of Phases as they appear in this Agreement. AE shall obtain ACCD's written approval of a phase before going on to the next phase.

36. **Timeliness of AE.** As a Basic Service, AE shall review, resolve and provide complete and final responses to all questions, requests for clarifications, and change orders, Pay Applications, and all other requests, documents and submissions within 5 business days of receipt or upload into PMIS unless a longer period is elsewhere permitted in this Agreement. AE shall provide all documents and questions requiring a response from or resolution by ACCD under this Agreement in a timely manner so as to allow ACCD a reasonable time to review, investigate/evaluate and respond to the same without delaying the Project Schedule. Required submittals shall not be considered timely if submitted as incomplete where sufficient data was available for completion or if submitted as complete followed later by revisions which were not necessitated by any change in the project, available information or which could have been included in

the original submission in the exercise of due diligence.

37. **Coordination and Conferences.** AE's Basic Services include management and coordination of its services with ACCD, Contractor and other key members of the Project team. AE will consult with ACCD and Contractor at regular intervals as needed to enable all parties to timely comply with the Project Schedule for each package, research applicable design criteria, attend Project meetings at reasonable intervals at locations designated by ACCD to ensure coordination at all phases of the Services, identify and discuss questions, issues and other concerns about or related to the Services, Work and the Project, including the timely and orderly progress thereof, communicate and coordinate with members of the Project team and report progress to ACCD at reasonable intervals and upon request by ACCD. AE shall deliver prompt (not to exceed 3 days) written notice to ACCD of any material error or omission in AE's Services or information. AE shall record detailed minutes of such meetings and shall forward complete typed or otherwise legible copies of the minutes to ACCD electronically through PMIS within seven (7) days of the conference.

38. **Life Cycle Costs.** As a Basic Service, AE shall provide life cycle cost analysis of major systems and materials to optimize the operating, maintenance and initial costs.

39. **Review Stages.** As a Basic Service AE shall submit documents to the ACCD for interim review and approval promptly upon **completion of the Program Phase, Schematic Design Phase, Design Development Phase and at the following additional stages of Completion with respect to Construction Documents: 30%, 60%, , 90% and 95% ("Review Stage(s))** with a conformed set due at 100% completion, subject to increases or decreases in frequency upon ACCD's request due to project complexity.

40. **Submissions to PMIS.** AE's Basic Services include utilization of the PMIS for tracking comments, issues, questions, resolutions, decisions, directions and other information matters that arise during the development of the model(s), drawings and specifications for the Project. AE shall timely upload documents to the PMIS, including for review at the completion of the Review Stages and at 100% completion of the Construction Documents. At each Review Stage, AE shall provide a detailed written response to each of ACCD's review comments indicating where and how they have been addressed in the design documents. Failure to respond to the previous comments or to provide responses may result in reduction or rejection of AE's then-current invoice for AE Services until a proper response is obtained. AE shall incorporate into the documents such corrections and amendments as ACCD requests unless AE provides ACCD with reasonable objection to such corrections or amendments to which ACCD agrees. AE will be responsible for all damages incurred by ACCD to the extent they are found to be caused by AE's failure to incorporate ACCD's requested corrections and amendments or by incorporation for which AE later objects. ACCD's approval shall not apply to any unlisted changes, or any costs or expenses for Additional Services subsequently incurred for such unlisted changes, which shall be borne by AE.

41. **Interface with Existing Facilities.** AE, as part of Basic Services, shall become sufficiently familiar with the existing facilities, utilities, internet, phone and other systems, and other conditions at the campus and Project Site, if any, so that the proposed Project as designed by AE will properly interface functionally with them, taking into account modifications necessitated by change orders, differences in materials as well as functionality, space requirements for installation, usage and maintenance and all other applicable concerns.

42. **Verification of Information.** AE shall verify the accuracy and suitability of all drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data discovered, supplied to or developed for AE that implements or serves as the basis of any design. AE shall identify to ACCD in writing any such documents or data which, in AE's professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. ACCD does not warrant the accuracy or suitability of such documents or data.

43. **Research Project and Site Conditions.** AE shall research and review all available and applicable public information as well as documents provided by ACCD and the conditions at the campus and Project Site, including those

which are visible and reasonably discoverable in the exercise of due diligence, to identify necessary and desirable additional investigations and/or modifications to existing systems and construction that must be modified to accommodate AE's design for the Project, the safety of the Project, the typical climate and other environmental factors at the Project Site, and the efficient construction of the Project. AE shall review and identify to ACCD any observable discrepancies between the documents and Site conditions and shall consult with ACCD on any special measures, services or further investigations required to perform the Services in accordance with the Standard of Care.

44. **EPA and TCEQ.** If the Project is subject to TCEQ or EPA regulations, AE shall coordinate all related design efforts, including the civil engineer and landscape AE, to integrate site design with TCEQ's Best Management Practices and/or EPA Best Available Control Technology, as applicable.

45. **Tracking Square Footage.** AE shall track the design net and gross square footage during design from POR through Project Completion in an Excel format acceptable to ACCD.

46. **Basic Service Packages.** ACCD may require AE to provide Basic Services for the Project in multiple phases (as more specifically described and possibly limited in each Purchase Order/Purchase Order modification), in which case each phase shall have a unique estimated cost, which will be a part of the overall project Budget. AE must manage the requirements of each phase, including design, to ensure the total construction cost for phase does not exceed the ECC for that phase.

ARTICLE 4 ADDITIONAL SERVICES

47. **Additional Services.** "Additional Services" are those Services requested by ACCD which are not contemplated in the scope of Basic Services or included in the Contract Price and are not necessitated by any fault, act, error or omission of AE. Additional Services include:

- a. **Renewable Energy Lifecycle Evaluation.** Economic analysis for solar, biomass, geothermal, and wind renewable energy applications using SECO guides and RETScreen Clean Energy Analysis software.
- b. **Water Reclamation.** Analysis and incorporation of on-site water reclamation technologies, pursuant to Section 447.004 Texas Government Code, SECO Compliance Certification and compliance documentation.
- c. **LEED Design Certification.** At ACCD's request, pursue certification, registration and documentation with the U.S. Green Building Council.
- d. **FF&E Coordination.** "FF&E Coordination" in this Agreement refers to the following Services which shall be performed by AE with respect to furniture, fixtures and equipment ("FF&E"), and shall be considered Additional Services UNLESS FF&E is included in Contract Price (GMP or other form of contract), in which case these Services shall be considered part of the Basic Services:
 - i. Recommend and prepare layouts, standards and specifications for FF&E and coordinate with specific architectural, mechanical, and electrical elements, updated as the Project progresses, consistent with the actual dimensions and functional space requirements for all FF&E.
 - ii. Subject to ACCD-provided classroom/office FF&E standards to be incorporated by AE, consult with ACCD regarding types, styles, uses and placement, and review, evaluate, and recommend proposed FF&E substitutes.
 - iii. Prepare Bid Documents for FF&E, evaluate bids/proposals when received, and provide an objective review to ACCD for the low bidder or best value bidder per item, and keep ACCD apprised of FF&E

delivery status of each item, in writing.

- iv. Inspect the building condition before and after furniture delivery and report findings in writing to ACCD, coordinate delivery schedules with the vendors, recommend delivery routes inside and outside the building to minimize the risk of damage to ACCD's property.
 - v. Inspect FF&E on receipt for damage and compliance with bid documents; create punch list of corrective measures before acceptance, follow-up to ensure all corrections are made before final acceptance.
 - vi. Provide design direction during placement of furniture.
 - vii. Attend regular progress meetings at reasonable intervals and meetings of Board of Trustees and committees when Project FF&E will be discussed.
- e. **Geotech.** Unless otherwise agreed by ACCD in writing, as a Basic Service AE shall furnish the Services of geotechnical engineers when such Services are reasonably required. Such Services may include but are not limited to test boring, test pits, determinations of soil bearing values, percolation tests, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with report and appropriate professional recommendations.
- f. **Other Testing.** ACCD, at its option and cost, may secure or may require AE as a Basic Service to directly secure the Services of laboratory testing engineers or other special consultants to develop additional information or perform structural, mechanical, air, water, chemical and other laboratory tests as necessary during construction and/or as needed for design of the Project, except that AE will not be required to perform destructive testing unless agreed by AE as an Additional Service.
- g. **Other Additional Services:**
- i. Hazardous Material Abatement
 - ii. Energy modeling
 - iii. Site Survey
 - iv. Geotechnical Investigation
 - v. Commissioning Services
 - vi. Services of Registered Accessibility Specialist(s)
 - vii. FF&E Coordination for ACCD Furnished/Supplied FF&E
 - viii. Other Services not included as Basic Services

48. **Sub-Projects.** Additional Services may also include certain services of AE which are required by Owner for the accomplishment of an endeavor that is not related to the Project as herein defined, but which are to be performed pursuant to the terms of this Agreement ("**Subprojects**"). The terms of this Agreement shall apply to and govern each Sub-Project to the maximum extent possible, including all performance, liability, waiver and dispute resolution provision, and AE's obligations with respect to the Project shall apply to the Subprojects.

49. **Additional Service Proposal.** Before performing Additional Services, AE will prepare an Additional Services Proposal in the form attached as Exhibit D hereto, detailing the basis upon which it has determined that Additional Services are required, the nature and scope, and the Fee to be paid by ACCD and accepted by AE, together with a proposed schedule for performance for incorporation into AE's Schedule, as well as a written detail of any impact the performance of such Additional Services will have on the overall Project Schedule and other information reasonably required by ACCD.

ARTICLE 5

COMPENSATION AND PAYMENT

50. **Basic Services Fee.** AE's fee for all Services other than Additional Services shall be the "**Basic Services Fee**", as stipulated with each Purchase Order and shall be based on the ACCD Fee Schedule attached hereto as Exhibit E in relation to the scope of Services to be provided. The Basic Services Fee is inclusive of all applicable costs, profit, charges, fees, and amounts of every kind due from ACCD under this Agreement except fees for Additional Services.

51. **Monthly Invoice by Progress.** Payments for Basic Services shall be invoiced at the end of each Phase of services or, with the ACCD's approval, monthly, (in each case the "**Invoice Period**"). For monthly invoices, the Basic Services Fee shall be apportioned among the project phases according to the not-to-exceed percentages below, and monthly invoices shall be based on the percentage of Services completed within the preceding Invoice Period, as demonstrated by work product:

Schematic Design Phase:	15%
Design Development Phase:	20%
Construction Documents Phase:	40%
Construction Phase:	10%
Final Drawings and Cert. of Completion:	10%
Post Construction Warranty	5%

52. **Invoicing.**

- a. **Invoice Submission.** AE will submit all invoices to ACCD's Project Manager through the PMIS for approval, for the percentage of Basic Services completed during each phase of the Project in accordance with the applicable Purchase Order, or email if the PMIS is unavailable.
- b. **Supporting Items.** As a condition of payment, all invoice submissions must include complete information and documentation to substantiate AE's charges, in a form acceptable to ACCD, including the Phase for which each invoiced Service was performed. Should additional back-up material be requested by ACCD, AE shall promptly comply with such request. AE shall also provide with each monthly invoice an updated CCE and Schedule
- c. **NOT-TO-EXCEED Amounts.** AE's combined total invoices for Services performed for each Phase will not exceed the percentage apportioned for that Phase. If the total amount of payment to AE for a given Phase/month reaches the apportioned percentage, for that Phase, and if the Services for that Phase are not yet completed, then AE will complete such Services without further invoice to or payment for such Services by ACCD. ACCD shall not be liable for payment of invoices which exceed the apportioned amount per Phase.
- d. **Correction of Invoice Errors.** ACCD reserves the right to correct minor errors that may be discovered in any invoice that may have been paid to AE and to adjust the same to meet the requirements of this Agreement.

53. **Invoice Disagreement Notice.** ACCD will notify AE if it disagrees with the invoice, other than its aforementioned correction of minor errors, along with the amount at issue and the reason, including any known issue with the Services.

54. **Invoice Rejection.** ACCD may at any time reject any item(s) submitted for payment if ACCD, after consultation with its legal counsel, considers payment potentially illegal or unethical, or in violation of ACCD's policies. To the extent any item or Service is approved for payment in violation of such policies or applicable Law, ACCD shall not be obligated to compensate AE. Should an error be discovered after payment has been made, ACCD may at its option accept a credit to the extent of the erroneous payment on any other invoice or receive a refund within 10 days.

55. **Compensation Disputes.** If ACCD and AE are unable to agree on any Fee changes, AE shall not suspend performance unless permitted by Section 2251 of the Texas Government Code, and the amount that is acceptable to ACCD shall be paid by ACCD and accepted by AE, pending resolution. Any additional amount claimed by AE shall be submitted to ACCD as a claim under the Dispute Resolution provisions below.

56. **Reductions in Scope After Design Phase.** For reductions in the scope of the Work of the Project that occur after the Design Development Phase, AE's Basic Services Fee for services completed toward the eliminated portion of the Work, only to the extent such Services were completed, and such elimination is not due to any fault, act, error or omission of AE, shall be paid by ACCD. AE will not be compensated for Services which were not performed or completed.

57. **Additional Services Fee.** AE's fee for Additional Services ("**Additional Services Fee**") shall be based on either a mutually agreed not to exceed lump sum amount or on the Hourly Rates Schedule attached as Exhibit A to this Agreement, provided that any portion of the total amount billed for Additional Services performed by AE's Consultants shall not exceed ten percent (10%) the firm's regular office rates less any discounts to AE for such Services. Fees for Additional Services will NOT be included in the Project cost for purposes of AE's compensation for Basic Services.

58. **Fee for ACCD Changes.** If revised Construction Documents are required due to material changes ordered by ACCD and not due in whole or part to any fault, act, error or omission of AE Group, the Fee for such additional Basic Services required will be reasonably negotiated with ACCD based on the Hourly Rates unless an mutually agree not to exceed lump sum amount is otherwise agreed by the parties. AE must not commence revision of Construction Documents until a Fee is agreed upon by the parties.

59. **Prompt Pay.** Following ACCD's approval of an undisputed invoice, ACCD shall pay AE in accordance with the Texas Prompt Payment Act.

60. **Items Ineligible for Payment.** ACCD shall not compensate or reimburse AE except as specified in this Agreement. All reimbursable costs which can reasonably be anticipated must be included in AE's fee proposal as a condition of reimbursement. Notwithstanding any other terms in any document, costs which are not subject to payment/reimbursement under any circumstances, include: phone charges, cell phone and other electronic communications devices and charges, FAX service, employee gatherings, giveaways, water, food or beverages, laundry, car washes, valet service, entertainment, materials or equipment required to perform the Services, office space, rental vehicles, transportation, celebrations, copies required by this Agreement, lodging or non-project related items, and/or any items ACCD is prohibited by law or ACCD's policies from paying for or reimbursing, including its travel and reimbursement policies. AE acknowledges that only the written signature of an Authorized Representative with approval of ACCD's legal department can authorize an exception to non-compensable, non-reimbursable costs.

61. **Payment Instructions.** Payments to AE shall be deemed made in full compliance with this Agreement when submitted to AE by _____ ACCD is not required to verify the ongoing validity of the foregoing information and is not responsible for any fraudulent or other activity of others after payment is issued. Changes to payment method are subject to ACCD's approval.

62. **Withholding.** Notwithstanding any provision in this Agreement, ACCD may withhold all or part of any payment to AE as appropriate to the extent it has a bona fide dispute about the Services, examples of which include but are not limited to bona fide disputes over whether:

- a. AE is in breach or default or to secure AE's performance under this Agreement (provided, however, where only portion of an invoice is disputed, ACCD shall pay the undisputed portion);
- b. AE has violated any Law(s) or failed to make payments promptly to Consultants or other third parties used in connection with services for which ACCD has made payment to AE;

- c. The balance of the unpaid fees is sufficient to complete the Services in accordance with this Agreement;
- d. AE's failure in performance of the Services has adversely impacted the Project Schedule;
- e. AE failed to comply with conditions set forth in the HUB Subcontracting Plan, including but not limited to the submission of the HSP - Prime Contractor Progress Assessment Report with each monthly invoice;
- f. AE has failed to obtain, maintain or renew insurance coverage required hereunder;
- g. AE has been negligent or otherwise at fault in violation of the Standard of Care; or
- h. AE is liable to ACCD for any other reason, including undisputed reasons, such as an uncontested design error and/or uncontested omissions by AE, or any fault, act, error or omission of AE, which withholding shall be for the purposes of reimbursing ACCD for damages including changes in the cost of the Work.

ACCD further reserves any other right to withhold available under any applicable Law, if any.

63. **No Addition/Deduction for Construction Claims.** No deduction shall be made from AE's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractor(s).

64. **No Additional Compensation for AE Fault.** AE shall not be entitled to additional compensation for any Services necessitated by the fault, acts, omissions or breach by AE Group. AE is responsible for timely gathering and requesting all information required by AE so as to allow reasonable time for review by AE and submission to Owner having a reasonable period for Owner's review, and for delays arising from AE's failure to timely request or obtain information or to provide Owner with requested information available to AE or which would have been available in the exercise of reasonable diligence. If AE considers anyone responsible for delay by AE, AE shall notify Owner of the same within 10 days after the delay or such claim shall be waived.

65. **Payment on Abandonment/Suspension.** If the Project is suspended or abandoned for more than three consecutive months, AE shall be compensated for all Services performed prior to receipt of written notice from ACCD's Representative of such suspension or abandonment.

66. **Payment Not a Waiver.** No payment or partial payment made by ACCD shall constitute acceptance or approval of the any Services to which the payment relates or a waiver or release of AE from any of AE's obligations or liabilities with respect to any Services.

67. **Certification of Prompt Pay by AE.** AE shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services and shall certify the same in a form or affidavit of payment approved by ACCD upon ACCD's request. This provision shall survive this Agreement.

68. **Payment Serves as Release.** To the maximum extent allowed by Law, acceptance by AE of any payment under this Agreement constitutes a full and complete release of ACCD from any and all claims, demands, damages and causes of action whatsoever, known and unknown, which AE, or AE's successors, have or may have against ACCD under the provisions of this Agreement for which payment is issued, except those claims previously made in writing and identified by AE or ACCD as unsettled at the time of the request for payment.

ARTICLE 6 PROGRAM PHASE

69. **In General.** AE shall provide, upon ACCD's request and before starting any other Project Phase, all Services necessary to develop the program for the Project ("**Programming Services**"). Programming Services

shall be considered Basic Services unless ACCD elects to assign them as Additional Services in the applicable Purchase Order.

70. **Program Review.** During the Program Phase, AE shall review the preliminary program furnished by ACCD to determine the general requirements of the Project, including without limit ACCD's information, desired completion dates, the Project Site, limitations, ACCD's Budget and ACCD's requirements, each in terms of the other, and shall review and confirm AE's understanding of these requirements and design parameters with ACCD and Contractor. AE shall thoroughly review all applicable public information, Laws and information available to AE, as well as that provided by or on behalf of ACCD relevant to Services and the Project, and shall conduct detailed discussions with Contractor, ACCD and ACCD-identified end users of the Project.

71. **Program of Requirements-POR.** Based on a thorough program review, AE shall modify or redefine the program requirements to establish, fully explain and document a complete and accurate program summary of the Project requirements and prepare the written POR for the complete design and construction of the Project, including:

- a. Initial Project information, ACCD's Project objectives scope, and characteristics
- b. A schedule for the performance of AE's Services for the Project
- c. The anticipated Project Schedule including anticipated dates for commencement and Substantial and Final Completion of the Work, completion of project Phases, anticipated milestones, with allowances for periods of time required for the ACCD's review, for the performance of all consultants, and for approval of submissions by authorities having jurisdiction over the Project;
- d. Identification of AE's Consultants;
- e. AE's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, design criteria, characteristics, existing facilities;
- f. Site requirements, and desired special components, systems and equipment, along with
- g. The initial CCE
- h. A project budget;
- i. AE's Fee (Basic and Additional Services) , with an allowance for AE's specifically identified reimbursable expenses). All anticipatable reimbursables must be included in AE's applicable fee proposal.

72. **Program Phase Report.** The conclusion of this phase shall be presented in written form, entitled Program Phase Report along with a completed POR and Design Submission Checklist approved by ACCD unless otherwise specifically stated in the Purchase Order signed by ACCD.

ARTICLE 7 SCHEMATIC DESIGN PHASE

73. **Design Discussions.** AE shall review all elements of the POR and Project as they relate to each other and shall prepare and discuss with ACCD and Contractor sufficient alternative approaches for the design and construction of the Project to satisfy ACCD's project requirements within the Budget. AE shall identify any inconsistencies in the information reviewed by AE and advise ACCD of any other service(s) or information that is or may reasonably be needed for the Project or the design of the Project.

74. **Submittal for Review of Design Elements and ACCD's Aesthetic.** AE shall review with ACCD and Contractor: Site use and Improvements; selection of materials, building systems, and equipment; construction systems, and systems of Project Delivery. AE shall work closely with ACCD and Contractor in preparation of schematic drawings and shall specifically conform to ACCD's requirements regarding aesthetic design issues to achieve ACCD's objectives.

75. **Submittal for review of Project Sustainability Strategy.** AE shall submit project sustainability strategy for

utilities (energy and water) at the schematic design (SD) phase, roughly equivalent to 30% design progress, for new buildings and full facility renovations. The feasibility of potential initiatives will be evaluated through design calculations during the project design. These recommended initiatives should surpass existing design codes and standards for energy efficiency. While building codes provide a baseline for energy performance, advocating for going beyond these minimum requirements create buildings that are future-proofed and optimized for energy savings. This includes adopting advanced technologies, materials, and design practices that exceed current benchmarks, leading to more sustainable and resilient structures. The sustainability strategy for a project should include scan of latest technologies including active and passive sustainable design features selecting the most effective. Examples include rainwater capture, graywater reuse (toilet flushing and irrigation), utility provider reclaimed water (irrigation/toilets), solar PV generation, passive solar design, geothermal/ground source heat pump, building alignment with wind/solar, shading, etc. Additionally, when exceeding energy code standards further produces lifecycle savings, those enhancements should be presented for potential inclusion in the project with explanation of incremental costs and operational savings, creating a net lifecycle cost reduction or neutral lifecycle cost impact but with significant sustainability benefit.

76. **Draft Schematic Design.** Based on the foregoing research, review and discussions, as well as the POR, and ACCD's Budget, AE shall prepare and present to ACCD and Contractor, a draft of the schematic design, consisting of drawings, outlined list of specifications as per the current edition of the Construction Specification Institute (**CSI**) format, and other documents illustrating the scale and relationship of the Project and Project components.

77. **Additional Schematic Design Review.** At intervals appropriate to the timely progress of the Schematic Design Phase, AE shall provide additional and revised draft schematic design documents for ACCD's and Contractor's review. Such documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. AE shall consider with ACCD and Contractor the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that meets the Project Schedule approved by ACCD and the CCE. If revisions to the draft schematic design documents are required to comply with CCE at the conclusion of the Schematic Design Phase, AE shall incorporate the required revisions.

78. **Final Schematic Design Review.** AE shall participate in a final review of the draft schematic design and related documents and model(s) (if any) with ACCD and Contractor at the Project site or other location specified by ACCD. Prior to ACCD's approval of such draft schematic design documents, AE shall incorporate such changes as are necessary to satisfy ACCD's comments. AE shall participate as requested by ACCD in ACCD's internal Architectural Compatibility Review presentation for approval by the Chancellor or other delegated administrator, to include review of the design as it reflects Alamo College District's Design and Construction, budget, standards, architectural compatibility, aesthetics sensibilities, and Energy Conservation Standards.

79. **Submission of Documents and CCE.** Upon completion of the drawings and outlined list of specifications, as per the current edition of the CSI format and related documents illustrating the scale and relationship of the Project and Project components which ACCD has approved, AE shall provide the same to ACCD and Contractor. AE shall also prepare and submit to ACCD a revised CCE which AE shall review with ACCD and Contractor.

80. **Conclusion of Schematic Design Phase.** Before starting the Design Development Phase, AE shall submit and obtain ACCD's written acceptance of the final schematic design documents (as accepted the "**Schematic Design Documents**"), Design Phase Checklist, Contractor's preliminary CCE and Project Schedule, and CCE .

ARTICLE 8 DESIGN DEVELOPMENT PHASE

81. **Preparation and Submission of Design Documents.** Based on the final Schematic Design Documents,

information provided by Contractor, if any, and any adjustments authorized by ACCD in the program or the Budget, AE shall prepare, for approval by ACCD and review by Contractor design documents under development consisting of drawings, outline specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, including location of telecommunication systems to be coordinated with ACCD Information Technology Department and/or its relevant consultants, the materials, and such other elements as may be appropriate.

82. **Submission Format and Review.** At intervals appropriate to the progress of the Design Development Phase and, at a minimum, upon completion of the design documents described in the preceding paragraph, AE shall provide three sets hardcopy and as electronic version (usb flash drive, or upload to PMIS) of such documents for ACCD's and Contractor's review. Such review will be carried out so as to cause no unreasonable delay to AE, based on when they are received from AE. The final documents as approved by ACCD are referred to as the **"Design Development Documents."**

83. **Revised Estimate.** Upon completion of the Design Development Documents, AE shall revise the CCE to reflect the total cost for the entire Project, including all elements thereof, as designed and specified by AE, along with alternate bids or proposals. Such CCE shall include, at current market rates, a reasonable allowance for overhead, profit and general conditions, the cost of labor and materials furnished by ACCD and all equipment shown in the Plans, as well as those specified and otherwise provided for by AE. It does not include compensation to AE, Consultants, cost of land rights, or rights-of-way. The CCE shall be reviewed with ACCD and Contractor, and agreement in writing upon the CCE shall be reached by AE and ACCD before proceeding to subsequent phases. Any variance in the CCE that will affect the established Budget will be submitted to ACCD and Contractor with appropriate comments and recommendations prior to beginning the Construction Documents Phase.

84. **Conclusion of Design Development Phase.** AE shall not proceed into the Construction Document Phase until it obtains ACCD's written acceptance of the Design Development Documents and approval of the mutually established CCE.

85. **Board Meeting Presentation.** Upon ACCD's request, AE shall prepare presentation materials at the completion of the Design Development phase and, if so requested, shall present the same to the Board of Trustees in person.

ARTICLE 9 CONSTRUCTION DOCUMENT PHASE

86. **Preparation of Contractor Documents.** Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the CCE authorized by ACCD, AE shall prepare, for approval by ACCD, review and execution by Contractor, documents consisting of Drawings, plans, Schedules and Specifications setting forth in detail all requirements for construction of the Project, including, without limitation, materials, procurement, quantities, the quality levels of materials and systems and all other the requirements for the construction of the Project in accordance this Agreement, the POR, the Design Development Documents and other applicable documents, as well as the design requirements of governmental authorities having jurisdiction over the Project. In doing so, AE shall remove conflicts in design between systems, structures and components.

87. **Notice of Changes During Development.** AE shall keep ACCD and Contractor promptly informed at all times of any changes of which AE becomes aware in requirements or in construction materials, systems, or equipment as the Drawings and Specifications are developed and provide the same in writing, including an explanation of the change and reasons, a revised estimate of construction cost, indicating cost changes, resulting from changes in Project requirements or general market conditions, in a form acceptable to ACCD.

88. **Construction Representative.** ACCD reserves the right to appoint a representative empowered to act for ACCD during construction and to supersede some or all of AE's Construction phase responsibility, with corresponding

adjustments in compensation.

89. **Consultation on Key Matters.** AE shall consult with ACCD and Contractor on matters such as construction phasing and scheduling, bid or proposal alternates, liquidated damages, the construction contract time period, Project costs including construction, and other construction issues appropriate for the Project.

90. **GMP Development.** AE shall participate in the development and review of Contractor's Guaranteed Maximum Price Proposal ("**GMP Proposal**"). ACCD will furnish AE with a GMP Proposal prepared by Contractor based upon the Design Development documents prepared by AE and approved by ACCD.

- a. **GMP Evaluation.** AE shall evaluate the GMP proposal, together with its supporting qualifications, substitutions, interpretations, assumptions, clarifications, exclusions, value engineering, cost of work calculations, general conditions calculations, proposed construction and submittal schedules and all other requirements, and shall submit a detailed written analysis of the document and AE's opinions to ACCD. Such analysis shall include, without limitation, reference to and explanation of any inaccurate or improper assumptions and clarifications.
- b. **Communications with ACCD and Contractor.** AE shall endeavor to further and advocate ACCD's interests in AE's and ACCD's communications with Contractor in an effort to develop a final GMP proposal acceptable to ACCD, in ACCD's sole option and discretion. AE shall consider Contractor's reasonable requests for substitutions and provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by AE. AE shall include ACCD in all communications or if verbal, shall include ACCD or shall document any clarification issued and provide the same to ACCD within 24 hours of issuance.
- c. **GMP Rejected.** If ACCD does not accept Contractor's initial GMP Proposal, AE shall participate with ACCD and Contractor in constructability and value engineering reviews. If it is determined to be in ACCD's best interest, ACCD reserves the right but not an obligation to accept a GMP Proposal that exceeds the stipulated CCE.
- d. **Re-evaluation by AE.** After the constructability and value engineering reviews, AE shall analyze any revised GMP proposal documents, together with their supporting assumptions, clarifications, cost of work calculations, general conditions calculations, proposed construction and submittal schedules, and contingencies, and shall submit a detailed written analysis of the document to ACCD. Such analysis shall include, without limitation, reference to and explanation of any inaccurate or improper assumptions and clarifications. If the GMP Proposal exceeds the Schematic Design Phase CCE prepared by or otherwise accepted by Construction Manager due to an increase in the Project scope caused by further development of the design documents by AE to the extent that such could not be reasonably inferred by Construction Manager from the Schematic Design documents, and ACCD directs AE to revise the documents, AE shall revise the documents at its own expense to reflect ACCD-agreed value engineering sufficient that the GMP Proposal for constructing the Project shall not exceed the CCE.
- e. **GMP Acceptance and Design Document Revision.** AE shall analyze the final GMP Proposal document, together with its supporting assumptions, clarifications, and contingencies, and shall submit a detailed written analysis of the document to ACCD. Such analysis shall include, without limitation, reference to and explanation of any inaccurate or improper assumptions and clarifications. The GMP proposal shall become final when accepted by ACCD ("**GMP Amendment**").
- f. **GMP Incorporated in Construction Documents.** AE shall promptly incorporate all revisions of the final GMP Proposal into the Final Construction Documents which have been approved by ACCD in the GMP Amendment. AE shall update the Drawings, Specifications, and other project documents to

incorporate the qualifications, substitutions, interpretations, assumptions, clarifications, exclusions, value engineering, and all other requirements contained in the approved GMP Amendment, which have been agreed upon by Contractor, ACCD and AE, and authorized by ACCD. AE shall be sufficiently knowledgeable of Contractor's GMP Proposal so as to reasonably understand the contents of the GMP Amendment and ultimately confirm to the best of AE's ability that the Construction Documents, when complete, reflect all qualifications, clarifications, interpretations, substitutions, and assumptions contained within the GMP Amendment. AE and Contractor shall jointly provide a weekly status report stating the progress of the incorporation of the GMP qualifications, substitutions, interpretations, assumptions, clarifications, exclusions, value engineering, and all other requirements approved by ACCD into the Construction Documents.

91. **Incorporation of Required Modifications.** If applicable, upon receipt of the Contractor's information and estimate at the conclusion of the Construction Documents Phase and upon ACCD's request, AE shall propose, and incorporate as approved by ACCD in consultation with Contractor, value engineering modifications in the Construction Documents Phase as necessary to comply with the CCE and ACCD's Budget for the cost of the Work at the conclusion of the Design Development Phase Services.

92. **Incorporation of Additional Information.** AE acknowledges that in order to perform the Work and construct the Project Contractor will develop and provide additional information to AE, including shop drawings, product data, samples and other submittals, which AE shall review and take into consideration in preparing the Construction Documents to ensure consistency. The Construction Documents shall be so prepared that the construction of the Project, together with its built-in permanent fixtures and equipment, will cost no more than the GMP accepted by ACCD, or if no GMP proposal has been accepted by ACCD then with the Budget established by ACCD.

93. **Cost Evaluations.** In addition, AE will be responsible for managing the design and documents under development to stay strictly within such approved GMP Amendment and CCE. AE shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with ACCD and Contractor at the Project site or other location specified by ACCD and shall keep ACCD and Contractor informed of any changes in requirements or in construction materials, systems, or equipment as the Construction Documents are developed and provide in writing a revised estimate of construction cost, indicating cost changes, if any, resulting from changes in Project requirements or general market conditions, in a form acceptable to ACCD.

94. **Design Compliance with Laws.** AE will ensure that the Construction Documents are free from material defects and omissions, are compliant with all applicable Laws and reflect ACCD's Facility Design and Educational Design Guidelines, Design Standards and State educational standards in 19 TAC Section 16.1036.

95. **Preparation of Bid Documents.** AE shall assist ACCD and Contractor in the preparation of the documents and information related to the Contractor's Request for Proposal ("RFP") for the Project (individually and collectively the "Bid Documents"), including Project bidding information, bidding forms, Request for Proposal information, and RFP forms and other documents related to the RFP, and the conditions of the contract, including, but not limited to, drawings and specifications, instructions to bidders, project manual, special conditions of the contract, Guaranteed Maximum Price Proposals/Agreements, and other bidding forms, addenda and other documents reflecting AE's interpretations and clarifications of the drawings and specifications, which AE shall provide as part of the Basic Services. AE shall utilize ACCD's preferred forms which may be modified only with ACCD approval, except for contracts, which must have the approval of ACCD's legal department before any changes are made. AE shall ensure that bids are conditioned on acceptance of ACCD's contract terms.

96. **Required Deliverables.** AE shall submit to ACCD the following items electronically through the PMIS, and as specified below:

- a. Tracings of the Project Title Sheet and Drawings, signed by AE with seal affixed and dated, and engineer's seal when appropriate, signed and dated;
- b. One complete set of final Computer Aided Design (AutoCAD) on media approved by ACCD of site plans,

architectural, mechanical, electrical and plumbing floor plans and reflected ceiling plans, furniture floor plans and all other drawings developed on AutoCAD. The diskettes must be compatible to ACCD's format, i.e. AutoCAD 2026;

- c. Two (2) complete copies of construction cost estimates, identified by CSI MasterFormat divisions;
- d. One (1) page numbered, unbound copy of specifications project manual for use with the subsequent binding of the signed construction contracts. Specifications project manual shall be subject to the approval of the ACCD. Every sheet shall have the section name and number and have page number within that section. Margin line numbers are requested but not required;
- e. AE's specifications shall be to the extent consistent with acceptable professional industry standards, complete, clear and concise with adequate description of the various classes of Work segregated under the appropriate Divisions, Sections and Articles. The Divisions must follow those established in the current edition of the CSI MasterFormat;
- f. The title page of the Specification and each index page shall be signed by AE with official seal and dated;
- g. AE shall ensure that ACCD's Bid Number is used on all specifications or drawings
- h. AE shall provide copy sets as follows: (1) deliver 2 sets to the ACCD for initial review; (2) after approval, mail 1 set to the Texas Department of Licensing and Regulation; and
- i. AE shall develop and provide one paper and one electronic copy of its critical path method ("CPM") schedule for the Project prepared using a format readable by Primavera®. The CPM schedule will be macro-level, sufficient in detail to gauge length of time and to facilitate coordination of activities.

97. **Sufficiency of Bidding Information.** The information shown and described in the Bid Documents shall be sufficient to enable the preparation of complete and accurate bids or proposals.

98. **Clarity of Drawings.** AE's drawings shall be clear, complete, accurate and adequately dimensioned and of sufficient scale for Contractor to understand the scope of Work including procurement.

99. **Building Permit.** At the end of the Construction Documents Phase, AE will submit two complete copies of the final Bid Documents and uploaded electronically into the PMIS, i.e. drawings and specifications, to the applicable municipal/governmental authorities and Contractor, for the issuance of a building permit. AE will promptly respond to technical questions and provide clarification and corrections to drawings and technical specifications. ACCD will reimburse any actual permitting fee(s) paid by AE under this or any other provision as an expense that is reimbursable without any markup, and which shall not be calculated as part of the construction costs for the purposes of AE's compensation. These (as with other anticipated reimbursable costs) must be represented in the AE fee proposal, tracking use of that PO/Contract line through fiscal completion.

100. **Inclusion of Operations Sequences.** AE shall provide coordination and inclusion of operations for all operable systems in the facility as defined by ACCD during the Design Development Phase.

101. **Review at Project Site.** AE shall participate in a final review of the Construction Documents and model(s), if models are prepared, with the ACCD and Contractor at the Project Site or other location specified by ACCD in the State of Texas. Prior to ACCD's approval of the Construction Documents, AE shall incorporate such changes as are necessary to satisfy the ACCD's review comments.

102. **EAB Registration.** At the end of the Construction Documents Phase, AE shall complete an Elimination of Architectural Barriers Project Registration with the Texas Department of Licensing and Registration and submit one (1) copy of said document and appropriate fee(s) to the State of Texas (TDLR) or state approved Registered Accessibility Specialist approved by ACCD. ACCD will reimburse the actual fee(s) paid by AE for this item. The actual fees will be reimbursed to AE by ACCD and no additional markup shall be allowed on the fees, which shall not be calculated as part of the construction costs for the purposes of determining AE's compensation.

103. **Provision of AE's Conformed Bid Documents.** At the end of the Construction Documents Phase, AE will

provide ACCD with three complete copies of each of the final conformed bid documents as well as an electronic copy through the PMIS, i.e. drawings and specifications, suitable for reproduction in the Construction Contractor Procurement Phase described herein. Such documents shall incorporate all corrections and clarifications received by AE from the ACCD and any governmental agency having jurisdiction over any aspect of the Project.

104. **Conclusion of Construction Documents Phase.** Before proceeding into the Bidding and Proposal Phase, AE shall obtain ACCD's written acceptance of the Construction Documents and approval of the Final Budget as approved by the Board of Trustees.

ARTICLE 10 CONSTRUCTION CONTRACTOR PROCUREMENT PHASE

105. During the procurement process, AE shall assist ACCD and Contractor by:

- a. Jointly conducting and/or attending pre-bid/proposal conferences, including on-site visits as reasonably required, to provide responses to requests for information from the bidders/proposers regarding the Construction Documents, the various on-site conditions, and the contracting, coordination and scheduling requirements;
- b. Receiving and recording requests for Bid and RFP Documents;
- c. Receiving and resolving questions about Bid and RFP Documents;
- d. Preparing, issuing and being accountable for any necessary addenda to the bidding or proposal documents, with affixed seal and dated;
- e. Preparation, issuance of and accountability for addenda issued to Contract Documents, if required, signed by AE with affixed seal and dated;
- f. Tabulation and objective review of bids and proposal received and reasonable verification of contractor/subcontractor references;
- g. Provision of a written summary of AE's objective review of all information submitted by potential contractors to identify the lowest responsible bidder, best value or otherwise participate as necessary in the proposal review process; provision of a detailed written recommendation as to the most suitable Contractor(s) for selection by ACCD;
- h. Attending ACCD's Board of Trustees meeting(s) when the progress of the Project is discussed or action will be taken related to the Budget;
- i. Assisting, as required by ACCD, in preparing and awarding Project contracts, including construction; and
- j. Jointly with ACCD and Contractor conduct pre-construction conferences when requested by ACCD.

106. **Evaluation of Bidders.** AE shall conduct its own investigation into the responsibility of apparent low bidders or best value bidders and inform ACCD in writing of its findings and recommendations. For proposers selected by qualifications and by competitive sealed proposals, AE shall assist Contractor and ACCD in investigating qualifications and other pertinent proposal information and inform ACCD in writing of its findings and recommendations.

107. **Objections, Procurement Schedule, GMP Amendment Forms.** As part of the procurement process, AE shall promptly advise ACCD in writing if it knows of any reasonable objection to the selection of a contractor, subcontractor or

supplier, and shall review and comment on any proposed procurement schedules for items that must be ordered well in advance of construction. When there is a Contractor, as soon as feasible after ACCD's preliminary approval of Contractor's proposed GMP, AE will prepare the GMP Amendment forms or other appropriate documents, as amended and approved by ACCD and return them to Contractor for review, signature, and return to ACCD.

108. **Base Bid exceeds Budget.** If the sum of the lowest base bid/cost proposal figure from bona fide bids/proposals exceeds the latest CCE by more than 10%, ACCD may (1) give written approval of an increase in the CCE, (2) authorize re-bidding of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with this Agreement, or (4) cooperate with AE in revising the scope and/or quality as required to reduce the construction cost. In the case of item (4), AE shall modify the drawings and specifications as necessary to comply with revised construction cost. None of the above items #1-4 will result in additional fees for AE and shall be considered Basic Services.

ARTICLE 11 CONSTRUCTION PHASE

109. **Commencement/Conclusion.** The Construction Phase shall commence upon (i) the award of Contract for Construction, or GMP for CM at risk contracts, or (ii) the acceptance of Contractor's GMP (or acceptance of a partial GMP for a stage or phase), whichever is earlier, and will conclude sixty (60) days after Final Payment to Contractor is made, or when all of AE's Services have been satisfactorily performed, whichever occurs later.

110. **Optional for Additional Inspectors.** ACCD may, but shall not be obligated to, furnish one or more Construction Inspectors to inspect any the Work, consisting of close, on-site and laboratory examination of the materials, structure and equipment, and surveillance of the workmanship and methods used to ensure that the Project is reasonably accomplished in accordance with the Contract Documents and good construction practices. Neither ACCD's engagement or failure to engage a separate Construction Inspector shall relieve AE of any liability in connection with its obligation under this Agreement, nor serve as a defense to the same, nor constitute a waiver or assumption of risk of any kind by ACCD. AE shall fully cooperate with ACCD's Construction Inspector(s) and promptly provide access to information, drawings, and communications related to the construction progress, taking all action necessary to avoid inspection delays, rescheduling and reinspection.

111. **Contract Administration.** AE shall provide administration for the Construction Contract, and in connection therewith AE shall:

- a. Review Contractor's list of proposed subcontractors, initial administrative submittals including the schedule to be used for all aspects of the construction project ("**Project Schedule**"), Schedule of Values and Submittal Schedule and establish appropriate bases for construction monitoring, payment processing, and system commissioning;
- b. Identify necessary revisions to the reviewed documents in writing to Contractor and ACCD and recommend ACCD's acceptance of the same as determined by AE;
- c. Review periodic updates of all schedules with ACCD and Contractor for appropriateness;
- d. Request, obtain and promptly forward to ACCD the following information as and when received by AE from Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying ACCD against liens; (3) written warranties and related documents related to the Project, including manufacturer's warranties and (4) any other documentation required of Contractor under the Contract Documents.

112. **Site Visits.** In addition, AE shall visit the Site at reasonable intervals, but not less than once per week (unless otherwise warranted or agreed in writing with ACCD) to observe the progress and quality of the Work and to determine

in general if the Work is proceeding in accordance with the Contract Documents and in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, provided that AE shall not be required to make exhaustive or continuous onsite visits to observe the quality of the workmanship or quantity of the Work. AE (and its Consultants, as appropriate) shall also visit the Site for specific purposes related to certification of progress payments, pre-installation meetings, start-up or mock-up reviews for significant Work activities and for formal inspections of the Work.

113. **No AE Liability for Contractor Fault.** Except to the extent affected by any fault, act, error or omission of AE, including without limit in its contract administration duties, Drawings, instructions, interpretations, specifications, and other obligations, AE shall not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents. AE shall not have control or charge of and shall therefore not be responsible for construction means, methods, techniques, sequences or procedures, or for Contractor's safety protocols in connection with the Work, and no review or approval by AE shall constitute a review or approval of any such matters.

114. **Weekly Meetings.** AE shall attend or send its Representative to regular meetings held by ACCD (ACCD's Representative), which will usually be every other week but may for some periods be weekly...

115. **Guarding Against Defects.** AE shall endeavor to guard ACCD against defects and deficiencies in the Work of Contractor and shall promptly (not to exceed 3 days) inform ACCD in writing whenever: (a) defects and deficiencies in the Work are observed; (b) deviations from the Contract Documents and from the most recent Project Schedule are observed; or (c) when any observed actions or omissions are undertaken by Contractor which, AE's knows, has information to support and/or has reason to believe, are not in accordance with the Contract Documents. AE shall make recommendations as to how to correct the deficiencies or defects and shall make its Site Representative available to consult with ACCD and Contractor under such circumstances, any other as reasonably requested by ACCD, or which would make such a consultation in ACCD's interests.

116. **Field Reports Required.** AE (and its consultant's, as appropriate to their scope of the Services) shall promptly after every Site visit under this Agreement prepare and submit to ACCD a detailed Field Report of the visit.

117. **Application for Payment.** Based on AE's observations at the site and discussion with ACCD AE shall within 7 days after a request for payment is submitted by Contractor in the manner approved by ACCD, ("**Payment Application**"), evaluate it to determine the amount of compensation AE concludes is owing to Contractor based on the contract requirement, and issue a Certificate for Payment recommending or rejecting such Application in whole or part. As part of its review, AE will verify the Payment Application against Contractor's updated field prints and specifications, including changes by Addendum, supplementary Drawings, and field information related to the Payment Application, and coordinate with and make recommendations to ACCD's Representative(s) accordingly.

118. **Certificate for Payment.** The Certificate for Payment shall constitute a written representation by AE for ACCD's reliance that, based on AE's expertise and verification by observations at the Site and on the data comprising the Payment Application, Work has progressed as indicated on the Application and, to the best of AE's knowledge base on all information then available to AE, the quality of Work is in accordance with the Contract Documents and AE recommends Contractor be paid in the amount certified.

119. **Technical Interpretation.** AE shall interpret the technical requirements of the Contract Documents. AE shall evaluate the Work and render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either ACCD or Contractor and shall render written recommendations within a reasonable time so as to maintain the Project Schedule (taking into consideration the time needed for review by others, as applicable) on all claims, disputes and other matters in question relating to the execution or progress of the Work or technical requirements. All Interpretations and recommendations of AE shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be clearly presented in written and/or graphic form.

120. **Aesthetic/Artistic Determinations.** ACCD's decisions on all matters relating to aesthetics and artistic effect shall be final. AE's decisions in matters relating to aesthetics and artistic effect must be consistent with and reasonably inferable from the Contract Documents and will at all times be subject to approval of ACCD.

121. **Final Decisions.** AE's recommendations, decisions, or other actions on any claims, disputes or other matters between ACCD and Contractor(s) shall be performed in good faith and in accordance with the Standard of Care, and will be subject to review by ACCD, whose decision shall be final, subject to applicable dispute resolution provisions.

122. **Rejection of Work by AE.** If AE rejects Work as not being in conformance with the requirements or intent of the Construction Documents and Contract Documents, AE will promptly notify and recommend ACCD in writing to request additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, in progress or completed. AE's notice and recommendation shall be provided with sufficient promptness to cause no unreasonable delay in the Work or Services, while allowing time for adequate evaluation by ACCD.

123. **Contractor Submittals.** AE and its consultants shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, and others, to ensure conformance with information given to Contractor and AE's design concept as set forth in the Contract Documents. AE's action shall be taken with such promptness as to cause no delay in the Work (including that of separate contractors), or in the Project Schedule, while allowing sufficient time to permit adequate review. If AE approves a specific item which is part of an assembly, such approval is only as to the item and not the whole assembly. AE shall maintain a submittal log of all submittals provided by Contractor identifying dates of receipt, review comments, and approvals.

124. **Information Request Protocol.** AE shall set forth in the Contract Documents the protocol and requirements for submission of requests for information or clarification to AE by Contractor to include, at a minimum, a detailed written statement that indicates the specific information, Drawings or Specifications in need of clarification and the nature of the clarification requested.

125. **Response to Request for Information.** AE shall review and respond to requests for clarification or information regarding the Contract Documents ("RFIs") and consult with ACCD. Such response shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness while allowing a reasonable time to permit adequate review without impacting the Work or Project Schedule. AE shall provide the requested information and shall clarify and interpret the intent and scope of the Construction Documents, based on ACCD's goals, information available to AE, the Contract Documents, and will issue supplemental Drawings and Specifications as appropriate. AE's response to a request for information or clarification shall not be in conflict or incongruous with the intent or remainder of the Contract Documents.

126. **Performance Certification by Third Party.** If professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents to be performed by a third party not retained by AE or its consultants, AE and ACCD shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the applicable performance criteria required by the Contract Documents.

127. **Minor Changes by AE.** AE may order minor changes in Work not involving or resulting, directly or indirectly, individually or cumulatively, in an adjustment of any Fees or extension of any schedules and which are not in conflict or incongruous with the intent of the Contract Documents.

128. **Contractor's Change Order Review.** AE and ACCD shall review change order requests from or to Contractor and claims for schedule or cost adjustments for the Work and AE shall make recommendations to ACCD as to the validity of such requests or claims, and promptly inform ACCD if a requested change order involves a change in scope.

129. **Change Order and Directives to Contractor.** AE shall prepare Contractor change orders and Construction

change directives for ACCD's approval and execution in accordance with the Contract Documents. AE with the approval of ACCD's Representative shall define the scope and solicit an itemized proposal from Contractor when major changes in the Work are anticipated. AE shall verify, modify and certify the proposal which shall become the basis for a change order, within 7 business days of submission. AE shall prepare change orders for the Work, in form specified by ACCD, in three (3) hard copy originals with electronic copy to the PMIS, after and within 3 business days of review by ACCD. Each such change order shall be specific, complete and final as to cost and schedule adjustments, with no reservations or other provisions allowing for future additional cost or schedule adjustments for any reason with respect to the particular changes identified and fully compensated in the change order. Change orders and construction directives shall be submitted through ACCD's Representative and must be approved in writing by ACCD in order to be valid, regardless of performance.

130. **Stipulated Reason(s) for Change.** Each Contractor change order shall describe the Work to be done or deleted, any changes in the Substantial Completion date, and reason for the change which must be identified by one of the following categories:

- a. ACCD Betterment (ACCD Request Change for no fault, act, error or omission of AE)
- b. Unknown Condition (Not attributed to AE Error)
- c. AE Error (Changes in Work progress, additional cost for redoing or additional Work and/or Services necessary to address issue(s) with design and/or other defects, delay, deficiencies, performance, failure to perform, errors and/or omissions in AE's Services)
- d. Omission from Contract Documents (Not included in Contractor's bid or Competitive Proposal or reasonably inferable or foreseeable based on the Contract Documents)
- e. Schedule Constraint (Additional time required for completion of the Work including construction due to reasons A, B, C or D, immediately above)
- f. Cost Reduction (Credit from Contractor)
- g. Construction (Contractor) Error

131. **Summary of Change Orders.** At final completion, AE shall provide ACCD with a summary of all Contractor change orders and Construction directives by category for comparison by ACCD with ACCD's records. **AE understands that Texas law prohibits change orders which increase the original contract price by more than 25%.** AE shall promptly notify ACCD in writing if the total amount of change orders reaches 10%, 20% and 25% of the contract price.

132. **Revisions to Construction Documents.** AE shall prepare revised Construction Documents, where appropriate or necessary to avoid conflict or ambiguity, and to illustrate and document the AE's supplemental instructions ("ASI's"), RFIs and approved change orders and/or directives and the Work required thereby. All proposed changes to Drawings and Specifications, regardless of how initiated, shall be totally defined in the documents depicting them as to scope of Work added, removed, or changed. Such revisions shall be clearly indicated, and a current revision date shall be included. Changes to the Specifications shall be made by consecutively numbered and dated addenda. AE shall ensure that changes are consistent with the unchanged portions of the Project design, space requirements, specifications, functional requirements and the Contract Documents. All changes to design documents or Specifications will be identified with date of change, revision number and other customary identification references.

133. **Revisions for Change in Laws.** AE shall make revisions in Drawings, Specifications or other Construction Documents when they are inconsistent with applicable Laws in effect as of the date of Substantial Completion, with prompt notice to and at no additional cost to ACCD. To the extent such revisions are the result of changes to applicable Laws which could not have been known by AE at the time the affected Drawings, Specifications, or other Construction Documents were completed, such revisions shall be subject to payment as Additional Services.

134. **Determining Completion.** AE, assisted by ACCD, shall conduct observations to jointly determine the dates of Substantial and Final Completion, as defined in the Construction Contract, and shall issue appropriate Certificates for Payment and punch list(s), when applicable. AE, accompanied by ACCD, shall inspect the Work to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of Work to be completed or corrected. As part of this process, AE and its consultants shall conduct and participate in concealed space observations (in-wall and above-ceiling), systems start-up observations, systems integration/operational demonstrations, Substantial Completion and pre-Final Work observations. In association with each observation, AE and its consultants shall document in writing all items observed as deficiencies in the Work, requiring remedial Work or replacement, estimating the cost to correct the Work and providing the same for ACCD's review. AE shall review the corrected and/or replaced Work to verify correction of all identified items. The Project will have reached "Final Completion" when all Work is completed, the final inspection is made by AE and ACCD has issued Final Acceptance.

135. **Updating Construction Documents.** Throughout the Construction Phase, AE shall maintain and keep the Construction Documents up to date in the PMIS by promptly incorporating all new information, including all addenda, RFIs, ASIs, directives and change orders. Upon Final Completion of construction, AE shall deliver copies to ACCD through the PMIS as follows:

- a. Specifications: Provide an electronic set of final specifications by section number incorporating all changes in PDF;
- b. Drawings: Provide an electronic set of final drawings by individual sheet incorporating all changes in CADD or BIM, DWG and/or RVT (references attached) and PDF format; and
- c. All electronic documents shall be named according to ACCD's Design Standards.

136. **Record Drawings.** Upon Project Completion, and within thirty (30) calendar days, and/or before certifying final payment to Contractor, AE shall, following final inspection, retrieve from Contractor the site record drawings to serve as a basis for final record drawing development. AE and its consultants shall check such record drawings against AE records, and shall prepare and deliver to ACCD a final set of accurate, reproducible Record Construction Drawings and Record Construction Specifications, including without limitation depictions of changes (including all redline changes) in the Work during the construction process and the final locations of all mechanical, water, electrical, and technology service lines and outlets, based upon marked-up field prints of drawings and other data furnished by Contractor to AE and AE's observations and records. AE shall deliver to ACCD at no additional cost, one (1) set of final computer aided design documents (in an ACCD approved media format), one (1) set of reproducible Record Drawings, two (2) sets of Record Specifications and copy of the BIM model(s). AE shall be liable to ACCD for any loss or damage to any record documents while they are in the possession of or while being worked upon by AE or anyone connected with AE without cost to ACCD.

137. **Review of Contractor Close-Out Documents.** AE shall review, for conformance with the Contract Documents, Contractor's submission of guarantees and warranties. AE shall receive and review Contractor's submission of written warranties and other related documents assembled by Contractor such as operating and maintenance instructions, and all manuals, brochures, drawings, and other close-out documentation furnished by Contractor and shall require necessary revisions to same, and upon completion shall forward all of the same to ACCD for ACCD's review prior to Final Completion.

138. **Final Completion.** The Project will have reached "Final Completion" when all the Work has been finally completed, the final inspection is made by AE, the requirements of the Construction Contract for final completion have been met, a Certificate of Final Payment has been provided to ACCD by AE recommending payment of Contractor, and the certificate and Project have been accepted by ACCD. AE shall not provide a certification of final payment until all requirements of Construction Contract have been met.

139. **Commissioning.** AE shall provide or cooperate with the commissioning engineer as requested by ACCD.

140. **Post Completion Project Review.** Upon request of ACCD, and prior to the expiration of one year from the date of Substantial Completion, AE shall, without additional compensation, conduct a meeting with ACCD to review the Project operations and performance.

141. **Warranty Inspections.** AE shall be available after Final Completion to advise ACCD regarding Warranty items and to review Warranty work during the Warranty period. During the final month of each applicable warranty period, AE shall conduct and complete a thorough inspection to ascertain whether any material warranty claims may be made by ACCD. A written report shall be prepared fully documenting any such claims or lack thereof, which shall be provided to ACCD at least two weeks prior to expiration of the applicable warranty period.

ARTICLE 12 INDEMNIFICATION & IMMUNITY

142. **GENERAL INDEMNITY.** AE SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 16.008(C) OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE), INDEMNIFY AND HOLD HARMLESS ACCD, ITS BOARD OF TRUSTEES, DIRECT AND INDIRECT EMPLOYEES, OFFICERS, AGENTS, STUDENTS, INVITEES, VOLUNTEERS, REPRESENTATIVES AND TENANTS (INDIVIDUALLY, COLLECTIVELY AND IN ANY COMBINATION REFERRED TO AS "**ACCD GROUP**"), FROM AND AGAINST ANY AND ALL DAMAGE, TO INCLUDE LIABILITY, CLAIMS, DEMANDS, ALLEGATIONS, VIOLATIONS, SUITS, AND ALL RELATED COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS AND ACTIONS, OF ANY KIND AND NATURE, FOR PERSONAL OR BODILY INJURY, DEATH AND/OR DAMAGE TO TANGIBLE OR INTANGIBLE PROPERTY AND/OR PROPERTY RIGHTS, AND FAILURE(S) TO PAY ANY SUBCONTRACTOR(S) OR SUPPLIER(S), TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY AE GROUP (ANY AND ALL REFERRED TO AS "**CLAIMS**"). AE'S INDEMNITY OBLIGATION HEREUNDER SHALL INCLUDE THE OBLIGATION TO DEFEND ACCD AGAINST ALL CLAIMS, AS SUCH DEFENSE IS PROVIDED BY AE'S GENERAL LIABILITY POLICIES. IF AE AND ACCD ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS INDEMNITY SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY LAW, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, AND SHALL SURVIVE THIS AGREEMENT.

143. **No Broad Form.** The foregoing indemnification provision shall not be construed to require AE to indemnify or hold ACCD Group harmless for damage to the extent caused ACCD Group.

144. **NO WAIVER BY ACCD.** THE PARTIES EXPRESSLY ACKNOWLEDGE THAT ACCD IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, BY VIRTUE OF WHICH ACCD IS OR MAY BE ENTITLED TO CLAIM CERTAIN LEGAL RIGHTS, EXEMPTIONS, PRIVILEGES, LIMITATIONS, DEFENSES, RIGHTS, REMEDIES, POWERS, SOVEREIGN AND/OR OTHER IMMUNITIES; CONSEQUENTLY, NOTHING IN THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES OR THE EXERCISE OR FAILURE TO EXERCISE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT NOR ANY ACT OR OMISSION OF EITHER PARTY SHALL BE CONSTRUED OR INTERPRETED OR HAVE THE EFFECT OF WAIVING OR DIMINISHING SUCH ENTITLEMENTS, ALL OF WHICH ARE HEREBY RESERVED. ACCD'S REPRESENTATIVES CANNOT WAIVE ACCD'S ENTITLEMENTS HEREIN DESCRIBED. TO THE EXTENT ANY TERM OR PROVISION THE INTERPRETATION, EXERCISE OR ENFORCEMENT OF WHICH WOULD HAVE THE EFFECT OF WAIVING OR NULLIFYING ANY SUCH ENTITLEMENTS, IT SHALL BE VOID.

ARTICLE 13 ACCOUNTING RECORDS/AUDIT

145. **Retention of Records.** All records of AE, its employees, Consultants, and any other of AE Group in every form, pertaining to the Project, including without limit the Services, Additional Services, reimbursable expenses, invoices, payments, accounting records, requests for information, drawings, specifications, changes and Services performed on hourly rates, and records of accounts between ACCD and AE shall be kept using Generally Accepted Accounting Principles and shall be available to ACCD or its authorized representatives at mutually convenient times for a minimum of twelve (12) years after Final Payment to Contractor for the completed Project. All such records that relate to this Project shall be available to the ACCD for the purpose of making copies, audits, examinations, excerpts and transcriptions for twelve (12) years following final payment or such longer period as required by Law.

146. **Audit.** ACCD or a designated agent (including an independent contractor, a governmental agency or auditor) may conduct an audit or investigation of any entity receiving funds from the ACCD directly under this Agreement or indirectly through a subcontract under this Agreement; and acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the ACCD to conduct an audit or investigation in connection with those funds. AE shall include this provision; a reference to this provision; or any other provision substantially imposing this obligation upon any subcontractors receiving funds through this Agreement.

147. **Verification of Billing and Other Details.** ACCD or its designated agent has the right to verify details set forth in AE's billings, certificates, and statements, either before or after payment by (1) inspecting the books and records of AE during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing AE's business employees; (4) visiting the Project site; and (5) other reasonable action.

ARTICLE 14 OWNERSHIP AND USE OF DOCUMENTS

148. **WORK FOR HIRE.** AE shall submit to ACCD, as "Works Made for Hire," all Construction Documents, including all approved shop drawings and calculations, "as-builts," record drawings, specifications and other work product of AE required under this Agreement ("**Work Products**") in form and content and the copyright in same shall be the property of ACCD whether or not the Project is completed or this Agreement is terminated. AE will provide to ACCD, and ACCD may retain, fully reproducible copies and electronic versions of the Work Products. Only signature details, standard details and form specifications therein may be used by AE on other projects, but the Work Products \ shall not otherwise be used or sold without ACCD's prior written consent. Forms, conditions, and other documents provided by ACCD shall not be used for other projects by or through AE without ACCD's prior written consent. ACCD owns all copyrights, common law, statutory, and other reserved rights, in the Work Products.

149. **Reuse.** The Work Products may be used for future additions, maintenance, repair, interface with or alterations to this Project or for other purposes of ACCD. ACCD may use AE to perform site adaptation and other professional services as required in reuse of the Work Products, and AE agrees to perform such Services for fair compensation. The parties agree that fair compensation is expected to be significantly less than the fee provided for under this Agreement. If ACCD hires a different architect/engineer to perform such Services, AE's Consultants may be used on the same basis that AE would have been entitled to use them, and the architect/engineer will be entitled to duplicate the design and review and use the Work Products in performing its services. AE will not be responsible or liable for any acts, errors and omissions of such architect/engineer of which AE had no part. AE will require agreement by its Consultants with the terms of this Section and shall notify ACCD in writing if it is unable. All work product required to be provided to ACCD under this Agreement qualify as Work Products under this Article.

ARTICLE 15 TERMINATION OF AGREEMENT

150. **Term/Expiration.** The contract **Term** shall begin on the Effective Date and expire upon the expiration of all applicable warranty periods, unless earlier terminated as provided for herein. The Term may be extended by ACCD if ACCD deems it necessary in its reasonable discretion.

151. **Termination by ACCD.** This Agreement may be terminated or suspended at any time by ACCD for its convenience upon at least seven days written notice to AE. Upon termination, AE hereby consents to hire by ACCD of any substitute architect/engineer to complete the Services. Termination, postponement, delay, suspension or abandonment shall not give rise to any cause of action or claim against ACCD for damages of any kind.

152. **Payment After Termination.** If ACCD terminates for reasons other than the fault, act, error or omission of AE (including violations of Law), AE shall be compensated as required herein for all Services satisfactorily performed to the termination date, plus approved reimbursable expenses then due, provided AE shall have delivered to such documents and data as required herein.

153. **Delivery of Records.** Upon any termination by ACCD, and without the execution of any additional documents by ACCD, AE shall immediately, in any event not more than ten (10) days, deliver to ACCD, all drawings, specifications, reports, drafts, statements, accounts, and other documents and data, electronic files, CAD drawings, BIM model(s), materials and records pertaining to the Project, and any information in any form prepared by AE prior to termination, or which have been prepared by AE in connection with AE's responsibilities hereunder, whether or not complete. AE is not responsible for reuse of, or errors or omissions in, AE's unfinished work product provided under this Article without AE's involvement.

154. **Termination Not a Release.** Termination under this Article shall not waive any rights of ACCD, not relieve AE of liability for violations of this Agreement, or any willful, negligent or accidental act or omission of AE or of any term(s) which by nature survive the agreement.

155. **Cessation of Services.** Upon notification of termination, suspension or abandonment, AE shall not authorize any additional services other than acts to wind down or protect the Project.

ARTICLE 16 PROPRIETARY INTERESTS

156. **Confidential Information.** All information owned, possessed or used by ACCD which is communicated to, learned, developed or otherwise acquired by AE in the performance of services for ACCD, which is not generally known to the public, including without limitation, management reports, financial statements, internal memoranda, reports, security system layouts and other materials or records of a proprietary nature ("**Confidential Information**") shall be confidential, subject, however, to ACCD's obligations under the Texas Public Information Act. AE shall not, beginning on the date of first association or communication between ACCD and AE and continuing through the Term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for AE's own benefit or the benefit of another, any such Confidential Information, unless required by Law. Except when defined as part of the Work, AE shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of AE as an independent contractor of ACCD in connection with the Project or release any information related to the Project for publication, advertisement or any other purpose without the prior written approval of ACCD. If AE receives a request or demand for the disclosure of Confidential Information, AE shall immediately provide written notice to the ACCD of such request or demand, including a copy of any written element of such request or demand and provide ACCD an opportunity to protect its Confidential Information. AE shall obtain agreements similar to those contained in this Paragraph from persons, vendors and consultants retained by AE.

157. **Injunctive and Other Relief.** AE acknowledges and agrees that a breach of the provisions hereof will cause

ACCD irreparable injury and damage. AE, therefore, expressly agrees that ACCD shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this provision.

158. **Exclusions.** Confidential Information does not include information that comes into the public domain through no fault, act, error or omission of AE Group. This Article does not restrict AE from giving notices required by Law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, provided that AE shall notify ACCD of such request promptly upon receipt.

ARTICLE 17 DISPUTES

159. **Disputes.** Any dispute arising out of or related to this Agreement except those waived under the terms of the Agreement, shall, be subject to mediation at the request of either party. ACCD and AE expressly agree that mediation shall be a condition precedent to the initiation of any litigation arising out of such disputes. Claims for injunctive relief, if any, shall not be subject to mediation. Requests for mediation shall be filed in writing with the other party to the Agreement. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator. In the event that the parties are unable to agree on a mediator, then one of the parties may request the appointment of a neutral mediator by a Bexar County District Court Judge. The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held in Bexar County, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, signed by the AE, considered for approval by the ACCD, if required, and signed by the ACCD's Authorized Representative, and, if fully executed, shall thereafter be enforceable as provided by the laws of the State of Texas. AE shall not suspend or terminate performance pending resolution of disputes.

ARTICLE 18 MISCELLANEOUS PROVISIONS

160. **Notices.** All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement (other than service of process for a filed lawsuit) shall be in writing and shall be deemed to have been duly given and received when delivered by hand delivery or on the third day after it is deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed to the principal place of business of each party as follows:

TO ACCD: Associate Vice Chancellor for Facilities Alamo Community College District 2222 N. Alamo St. San Antonio, Texas 78215	WITH COPY TO: General Counsel Alamo Community College District 2222 N. Alamo St. San Antonio, Texas 78215
TO AE: [Name] [Company Name] [Address] [City, State, Zip Code]	WITH COPY TO: [Name] [Company Name] [Address] [City, State, Zip Code]

The parties may make reasonable changes in the person or place designated for receipt of notices upon five (5) days' advance written notice to the other party.

161. **Authority to Enter Agreement.** AE warrants, materially represents, and agrees that (1) it is a duly organized, validly existing legal entity in good standing under the Laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement

on behalf of AE has been duly authorized to act for and bind AE, and (5) no litigation has been filed or is presently pending or threatened against AE, which has not already been disclosed prior to the execution of this Agreement, (6) all information data or reports provided to be provided to ACCD shall be complete and materially accurate as of the date shown thereon, and AE has no reason to believe have been significantly changed without written notice to ACCD.

162. **Order of Precedence.** Except for Amendments executed as provided for in this Agreement, the terms in this Agreement document shall take precedence over any provisions in any other document exhibit, attachment, purchase order modifications, Purchase Orders, and over any other documents or terms however issued, which conflict with, or which create ambiguity with the terms in this document.

163. **Independent Costs.** Each party shall furnish its own legal, accounting, auditing and insurance counseling services as it deems necessary for the Project at its sole expense.

164. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and, if permitted under this Agreement or by Law, authorized assigns.

165. **Site Access.** AE shall have access to the Work performed by Contractor, including Work in progress, and to the Project Site as required to perform the Services.

166. **Entire Agreement.** This Agreement supersedes all agreements, written or oral, between AE and ACCD and constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof. All Services performed by AE under this Agreement are governed exclusively by the terms of this Agreement notwithstanding any terms or conditions contained in any proposal, invoice, or other Contract Document, third party agreements (even if reviewed or approved by ACCD) submittals or other documents provided by AE purporting to apply to, govern, clarify (other than clarifications provided by ACCD as permitted elsewhere in this Agreement), modify, supplement, or amend this Agreement or to apply to or govern any Services provided under this Agreement. This Agreement shall govern regardless of any changes to profitability, market changes, or any other circumstances or commercial concerns.

167. **Amendment.** This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except (i) by a writing prepared by ACCD dated after the Effective Date, (ii) clearly titled as an amendment to this Agreement, (iii) specifying the provision be amended, supplemented, added or deleted, and (iv) which is issued by ACCD and signed by an Authorized Representative of ACCD and by AE. In case of conflicts between the terms of this Agreement any other Contract document, other than a valid amendment made pursuant to this Agreement, the terms of this Agreement shall control.

167. **No Amendment by Other Documents.** The parties understand that no terms or conditions in any Purchase Orders, Invoices, Purchase Order modifications, proposals, submittals, third party documents, other documents, other than a formal amendment or Purchase Order/Purchase Order modification (as to scope, price and schedule) or clarifications made by ACCD under this Agreement, shall govern, amend, supplement, clarify, modify, apply to or otherwise affect the terms of or apply to this Agreement or the Services regardless of any recitals therein or exhibits, schedules or attachments thereto, whether or not signed, referenced in, contained in, or included therein or in document issued by ACCD. Such documents, terms and conditions are not reviewed in the ordinary course by persons authorized to execute amendments or approve such terms or conditions. Therefore, the parties agree that all terms and conditions in any document which would have the effect of applying to, governing, amending, modifying, clarifying, supplementing, conflicting with or otherwise affecting the terms of this Agreement **shall be deemed void for all purposes, regardless of their recitals.** If ACCD compensates AE for any Services in error based on terms rendered void by this provision, ACCD may, in its sole discretion, elect to treat the Services as having been unauthorized and receive a refund or credit for such amount against any future obligations of ACCD to AE. No other Contract Documents including invoices, purchase orders and change orders shall be used to alter or amend this Agreement. AE shall not perform any Services without a purchase order issued by ACCD.

168. **No Conditioning Performance.** AE shall NOT delay or refuse to perform any obligation, execute any required documents or to cooperate with ACCD or Contractor based on ACCD's refusal to amend or renegotiate any provision(s) of this Agreement, or accept any other terms or conditions, obligations or commitments, including any which would have the effect of applying to, supplementing, amending, modifying, clarifying, conflicting with or otherwise affecting the terms of this Agreement. Likewise, AE shall not delay or condition its performance, cooperation, or acceptance of any request for Services, Purchase Order, Purchase Order modification, or payment on ACCD's acquiescence to the same.

169. **Captions/Recitals/Construction.** All of the introductory recitations are incorporated into this Agreement for all purposes. The term "including" as used throughout this Agreement shall mean "including but not limited to." The captions of Articles and paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving any questions, whether of interpretation, construction or otherwise.

170. **Governing Law.** This Agreement and all matters pertaining to this Agreement, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, obligations, and interpretation or construction, and matters arising between the parties shall be governed, construed and enforced in accordance exclusively under the Constitution and Laws of the State of Texas, without giving effect to principles of conflicts of Law. All disputes between the parties shall be resolved exclusively in the state courts in Bexar County, Texas where this Agreement is made and performable. ACCD's remedies hereunder are not exclusive, but in addition to all other remedies available under the Law. The provisions of Texas Government Code Section 2272 "Certain Construction Liability Claims," where applicable, shall supersede any other provisions hereof as may inadvertently conflict.

171. **Waivers.** No delay or omission or forbearance by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein.

172. **Severability.** If any provision in the Agreement or the construction thereof is invalid or unenforceable by Law, such invalidity or unenforceability shall not affect any other provision hereof, then it shall be narrowly severed and the remainder shall remain in effect.

173. **Independent Contractor/No Agency.** AE acknowledges that it is engaged as an independent contractor and that ACCD has no responsibility to provide AE or its employees with transportation, insurance or other fringe benefits normally associated with employee status. AE is not, and will not claim to be ACCD's agent, or an officer, partner, or employee of ACCD and shall not make any claim, demand or application to or for any right or privilege applicable to an agent or an officer, partner or employee of ACCD, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. AE hereby agrees to make AE's own arrangements for any of such benefits as AE may desire and agrees that AE is responsible for all income taxes required by applicable Law. AE agrees that some direction or instruction by ACCD or its authorized representative(s) may be given in respect to AE's Services but only as to ACCD's general goals ACCD desires to achieve for Project and shall in no way affect AE's independent contractor status.

174. **Child Support Certification.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or ACCD with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement, to which AE certifies: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this

certification is inaccurate.”

175. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed, construed and considered to be an original, but all of which shall constitute one and the same instrument.

176. **Public Information.** AE acknowledges that ACCD is strictly obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas Law.

177. **Records Requirements.** In accordance with Section 552.372 of the Texas Government Code, AE agrees to (1) preserve all contracting information related to this project as provided by the records retention requirements applicable to ACCD for the duration of the contract, (2) promptly provide to ACCD any contracting information related to the contract that is in the custody or possession of AE on request of ACCD, and (3) on termination or expiration of the contract, either provide at no cost to ACCD all contracting information related to the contract that is in the custody or possession of AE or preserve the contracting information related to the contract as provided by the records retention requirements applicable to ACCD. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and AE agrees that the contract can be terminated if AE knowingly or intentionally fails to comply with a requirement of that subchapter.

178. **Certification regarding Boycotting Israel.** AE acknowledges that ACCD is obligated to comply with Chapter 2271, Texas Government Code. By executing this Agreement, AE hereby certifies, represents and warrants that neither AE nor any of its affiliates presently does, and during the Term of this Agreement will any of them, boycott the State of Israel, by, without limitation, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with the State of Israel, or with a person or entity doing business within the State of Israel or in any territory controlled by the State of Israel. AE acknowledges this Agreement may be terminated if this certification is inaccurate.

179. **Disclosure of Interested Parties.** AE certifies that, if the value of this agreement exceeds \$1 Million, it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code Section 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided ACCD with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by AE.

180. **No Discrimination Against Firearm Entities/Trade Associations.** Pursuant to Chapter 2274, Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021)), AE verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association. AE acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

181. **No Boycott of Energy Companies.** AE hereby verifies that it does not presently, nor during the Term of this Agreement will it, boycott energy companies, as those terms are defined in Texas Government Code Chapter 2274.

182. **No Harassment.** The Alamo Community College District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender or disability. Harassment of employees or students of the ACCD by employees of the AE is strictly forbidden. Any employee of the AE who is found to have engaged in such conduct shall be removed from the ACCD's property.

183. **No Discrimination.** The Parties further agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility.

184. **Financial Interest Prohibited.** AE covenants and represents that AE Group will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project and AE is prohibited from buying and/or receiving as a gift any product, materials or equipment from Contractor Group.

185. **Criminal History Record Checks.** AE shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its Covered Employees, as defined below. If AE is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then AE will also subscribe to that person's criminal history record information. Before beginning any Services on the Project, AE will provide written certification to ACCD that AE has complied with the statutory requirements as of that date. Upon request by ACCD, AE will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that ACCD may obtain criminal history recommended information on the covered employees. AE shall assume all expenses associated with obtaining criminal history record information.

186. **Felony Conviction.** Pursuant to Texas Education Code Section 44.034, AE must give advance written notice to the ACCD if AE or an owner or operator of AE has been convicted of a felony. ACCD may terminate this Agreement if ACCD determines that the AE failed to give such notice or misrepresented the conduct resulting in the conviction.

187. **Disqualified Persons.**

a. Definitions

i. **"Covered Employees"** means employees, agents or subcontractors of AE or its Consultants who has or will have continuing duties related to the Services and has had or will have direct contact with ACCD's students as direct contact is determined by ACCD.

ii. **"Disqualifying Criminal History"** means any conviction or other criminal history information designated by ACCD, or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chap. 62; or an equivalent offense under federal or any state's Law's.

b. **No Assignment of Persons with Disqualifying Criminal History.** AE will not assign any Covered Employee with a Disqualifying Criminal History to perform Services for the Project. If AE receives information that a Covered Employee has a reported Disqualifying Criminal History, AE will immediately remove the Covered Employee from the Project and notify ACCD in writing within three business days. If ACCD objects to the assignment of any Covered Employee on the basis of such Employee's criminal history record, AE agrees to discontinue using that Covered Employee to provide Services on the Project. If AE has taken precautions or imposed conditions to ensure that the employees of AE and any AE Consultant will not become covered employees, AE will ensure that these precautions or conditions continue throughout the time Services are provided.

188. **No Liens.** No person or entity providing labor, material or services hereunder shall ever have, claim or acquire any lien upon the Project, nor upon any of the land upon which the Project is erected, built, or situated, or any other public property belonging to ACCD, or upon any funds of ACCD, a political subdivision of the State of Texas.

189. **Covenant Against Contingent Fees.** AE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the AE for the purpose of securing business.

190. **Simultaneous Fault.** References to any matter being due to any fault, act, error or omission of AE shall be construed to mean due in whole or in part. If any consequence results from the simultaneous fault, act, error or omission of AE and another person or entity, other than ACCD Group under the indemnity provision or as prohibited by Law, the consequences to AE for AE's any fault, act, error or omission shall not be affected or avoided.

191. **Assignments/Subcontracts.** AE cannot assign this Agreement in whole or party without the prior written consent of ACCD, which may be given or withheld by ACCD in its sole, unfettered discretion. Any assignment without such written consent shall be void and have no effect.

192. **Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement except for ACCD Group under all indemnity and insurance provisions.

193. **Other Definitions:**

- a. **Contract Documents.** "Contract Documents" refers to this Agreement, all related Exhibits and attachments, Specifications, Drawings, Addenda, purchase orders and purchase order modifications (as to scope, price and schedule), all Sections of the project manual and Construction Documents, owner approved Schedules, BIM models and related data, proper amendments hereunder, the terms of Owner's request for proposal for the Services, AE's obligations under any third-party agreements reviewed and approved by AE.
- b. **Construction Documents.** As used in this Agreement, "Construction Documents" refers to the final Construction Contract entered into by Owner and Contractor, General, Supplementary and other Conditions, Project Manual (including the bidding or proposal requirements, sample forms), Contractor change orders, Drawings, Plans, Guaranteed Maximum Price (GMP) proposal and amendment, Construction Contract amendments, Schedules and Specifications, approved submittals, transmittals, deliverables, instructions to Contractors together with proper amendments thereto, pay applications, proof of payment, payment and performance bonds and insurance, all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, studies, surveys, models, sketches, drawings, specifications, and other similar materials and the Facility Design Guidelines.
- c. **Drawings.** Drawings are the detailed graphic and pictorial portions of the Contract Documents compliant with building codes, applicable safety standards, and the Facility Design Guidelines, showing the design, location, space, and dimensions of every element of and information necessary for the accurate construction of the Project, including: components, shop drawings, differential views, and performance of the Work, HVAC, lighting, communications, utilities, fire detection/protection, pipe spool layout, evacuation plans, foundations, elevations, MEP design and installation, load requirements, interior finish, structural details, ceiling plans, walks, doors and windows, FF&E locations, cabinetry, sections, details, schedules, and diagrams.
- d. **Specifications.** Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship, quality standards, building type, safety standards, scope of work, schedule, methodologies, measurements, sizing, capacity determinations of any kind, quantities, types, required methods of installation, and all related Services.
- e. **Work.** Work, as capitalized, refers to Contractor's obligations under the Construction Contract, including all labor, materials, equipment, effort, work, and services provided or to be provided by the Contractor, procurement, supply and transportation of materials and supplies to or from the Site, competent supervision insurance, payment and performance bonds, all labor, parts, supplies, skill, storage requirements, and other facilities, tools, equipment, consumables, water, and other things necessary, proper or incidental to

the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the Project as required by the Construction contract.

194. **Exhibits.** The following Exhibits are fully incorporated into this Agreement by reference:

- Ex A Personnel Titles and Hourly Rates
- Ex B Insurance Requirements
- Ex C Alamo Colleges District Small Business Enterprise Program
- Ex D Additional Services Proposal
- Ex E Fee Schedule

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

ALAMO COMMUNITY COLLEGE DISTRICT

AE

BY: _____

BY: _____

Its: _____

Its: _____

Date: _____

Date: _____

**EXHIBIT A
PERSONNEL TITLES AND HOURLY RATES**

AE will assemble the following information from consulting team members associated with the project. The categories of personnel indicated should be edited to include only those expected to be actually working on this project. When preparing this schedule, AE must adhere to the position classifications and titles presented to the greatest extent possible, and the information herein is to remain unchanged throughout the Project. Additional consultant listings and/or position classifications may be added as needed or required by the project.

UFirm/Position Classification

UHourly Billing Rate

Architecture [Name of Firm]

Principal	\$ _____
Associate Principal	_____
Project Manager	_____
Project Architect I	_____
Project Architect II	_____
Project Designer	_____
Construction Administrator	_____
Construction Inspector	_____
Intern AE	_____
BIM/CADD Technician	_____
Administrative Staff	_____

Design Architecture [Name of Firm]

Principal	\$ _____
Associate Principal	_____
Project Manager	_____
Project Architect I	_____
Project Architect II	_____
Project Designer	_____
Construction Administrator	_____
Intern AE	_____
BIM/CADD Technician	_____
Administrative Staff	_____

MEP Engineering [Name of Firm]

Principal	\$ _____
Associate Principal	_____
Senior Project Manager	_____
Project Manager	_____
Senior Engineer	_____
Engineer	_____
Graduate Engineer	_____
Engineering Designer	_____
Construction Administrator	_____
BIM/CADD Technician	_____
Administrative Staff	_____

Structural Engineering [Name of Firm]

Principal	\$ _____
Associate Principal	_____
Senior Project Manager	_____
Project Manager	_____
Senior Engineer	_____
Engineer	_____
Graduate Engineer	_____
Engineering Designer	_____
Construction Administrator	_____
BIM/CADD Technician	_____
Administrative Staff	_____

Civil Engineering [Name of Firm]

Principal	\$ _____
Associate Principal	_____
Senior Project Manager	_____
Project Manager	_____
Senior Engineer	_____
Engineer	_____
Graduate Engineer	_____
Engineering Designer	_____
Construction Administrator	_____
BIM/CADD Technician	_____
Administrative Staff	_____

Landscape Architecture [Name of Firm]

Principal	\$ _____
Landscape Architect	_____
Administrative Staff	_____

Cost Consultant [Name of Firm]

Principal	\$ _____
Senior Estimator	_____
Estimator	_____
Administrative Staff	_____

Project Scheduling Consultant

Senior	\$ _____
Junior	_____
Manager	_____
Director	_____

Data/Telecommunications Consultant [Name of Firm]

Principal	\$ _____
Associate	_____
Senior Consultant	_____

Consultant
Designer/RCDD
Contract Administrator
BIM/CADD Technician
Administrative Staff

Acoustical/Audio-Visual Consultant [Name of Firm]

Principal
Associate Principal
Senior Consultant
Consultant
Designer
Contract Administrator
BIM/CADD Technician
Administrative Staff

\$ _____

Laboratory Consultant [Name of Firm]

Principal
Laboratory Consultant
Laboratory Design Engineer
Technical Coordinator
Laboratory Programmer
Laboratory Designer
Production Coordinator
BIM/CADD Technician
Technical Writer
Administrative Staff

\$ _____

Security Consultant [Name of Firm]

Principal
Project Director
Project Manager
Project Consultant
Project Engineer
BIM/CADD Technician
Administrative Staff

\$ _____

EXHIBIT B
INSURANCE/BONDS

1. Basic Requirements. AE shall maintain during the Term of this Agreement (including warranty periods), occurrence-based insurance Policies with coverages and limits of liability not less than those required in this Exhibit, covering all liability of AE Group. All such insurance shall:

- (a) be primary and non-contributing with respect to any insurance or self-insurance maintained by or available to ACCD Group for ongoing and completed operations;
- (b) be endorsed to provide a waiver of each insurer's rights of subrogation against ACCD Group, with reference to the Additional Insured endorsement to the Policy being specified in the Policy of Insurance and a copy of the endorsement attached to the Policy of Insurance; reference to the policy endorsement shall be specified in the policy of Insurance and a copy attached to the Policy of Insurance
- (c) be endorsed to name ACCD Group as additional insureds on each policy (other than workers' compensation) on either a combination of ISO Forms CG 20 37 10 01 and CG 20 10 10 01, or equivalent forms satisfactory to ACCD's Risk Management Department, for liability arising from AE's Services, acts and omissions with no limit, other than policy limits, on the amount of protection afforded to additional insureds,
- (d) unless otherwise agreed in writing by ACCD's Risk Management Department shall be written with insurers validly licensed and approved in the state of Texas having an A.M. Best's Insurance Guide rating of at least "A VII,"
- (e) contain a cross-liability and severability of interests clause,
- (f) apply to liability arising from the performance or nonperformance of performance of Services by AE or others of AE Group in connection with this Agreement,
- (g) provide a minimum of thirty (30) days written notice by the insurer to ACCD prior to the cancellation or nonrenewal of any insurance referred to herein, and
- (h) provide prompt written notice of any depletion of coverage. Limits may be arranged through a combination of underlying and excess or umbrella Policies.
- (i) Pay all deductible amounts and self-insured retentions associated with the required insurance, regardless of fault; and
- (j) Provide a renewal Policy at least 15 days prior to expiration of each Policy.

Limits of liability shown for the required insurance coverage are minimum limits and do not limit AE's liability or its obligations under this Agreement.

2. Non-Waiver: The parties hereto understand and agree that ACCD is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Texas, as from time to time amended, or otherwise available to ACCD Group.

3. Professional Liability Insurance. In addition, AE's Professional Liability Insurance Policy shall contain prior acts coverage sufficient to cover all Services performed by AE Group. AE and its Professional Liability insurance carrier shall notify ACCD within thirty (30) Days of any claims made or loss expenses incurred against the Professional Liability Policy. The coverage may be provided through a Practice Policy so long as the proper coverage limits are satisfied. ACCD may require that proof of professional liability coverage be provided for up to five (5) years after completion of all Services.

4. Performance and Payment Bonds. A Performance Bond is required if the Contract Price is in excess of \$100,000 and is solely for the protection of the ACCD. The Performance Bond is to be for the Contract Sum to guarantee the faithful performance of the Services in accordance with the Contract Documents. A Payment Bond is required if the Contract Price is in excess of \$25,000. The payment bond is to be for the

Contract Sum and is payable to the ACCD solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the AE or its Consultants. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the ACCD. Each bond shall be accompanied by a valid Power-of- Attorney.

5. **Evidence of Insurance/Adjustment** . Before commencing performance of the Services, AE shall furnish ACCD with insurance all Policies required hereunder on a form reasonably acceptable to ACCD reflecting the required Policies, including coverages, and limits, executed by an authorized representative of AE's insurer.

Upon ACCD's Risk Management Department's request, AE shall also provide copies of the AE's Policies and Policies of AE's Consultants. AE agrees that the insurance requirements and limits herein may be changed by ACCD in relation to risks assessed for each Project in ACCD's sole reasonable discretion.

6. REQUIRED INSURANCE COVERAGES AND MINIMUM LIMITS

A. **Worker's Compensation.** Statutory Benefits to include Coverage A and Employer's Liability Coverage B, with limits not less than:
\$1,000,000 Each Accident
\$1,000,000 Disease/Employee
\$1,000,000 Disease/Policy Limit
The Workers' Compensation Policy must include (a) Other States Endorsement to include Texas if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of the ACCD must be endorsed onto the workers compensation policy.

B. **Automobile Liability.** Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident CSL including for bodily injury and property damage.

C. **Commercial General Liability.** The required commercial general liability Policy shall be issued on a form that insures AE Group's liability for bodily injury, sickness, death and property damage, and personal and advertising injury assumed under the terms of this Agreement with minimum limits as follows:

Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$2,000,000
Products/Completed Operations	\$2,000,000
Damage to rented Premises	\$ 300,000 (if applicable)

D. Umbrella Liability Insurance: \$5,000,000

E. Professional Liability (Errors & Omissions): \$5,000,000 per occ

Renewal Policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, AE agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the Policy. No professional liability Policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration of cancellation of this Agreement. Additional evidence of insurance will be provided in the form of a Policy, declaration and/or endorsement verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance Policy renewal.

7. Failure to Comply. AE'S FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS IN THIS EXHIBIT IS A MATERIAL BREACH OF THIS AGREEMENT FOR WHICH ACCD MAY, WITHOUT PENALTY OR WAIVER OF OTHER REMEDIES, WITHHOLD PAYMENT TO AE AND SUSPEND ALL OR PART OF THE SERVICES UNTIL AE PROVES COMPLIANCE. NEITHER AE'S PROCUREMENT OF INSURANCE NOR ACCD'S RECEIPT OF OR FAILURE TO OBTAIN OR OBJECT TO ANY INSURANCE, CERTIFICATES, DECLARATIONS, ENDORSEMENTS, OR POLICIES WILL WAIVE, RELEASE, OR LIMIT ANY OF AE'S LIABILITIES, INDEMNITIES OR OBLIGATIONS UNDER THIS AGREEMENT.

EXHIBIT C

Alamo Colleges District

**Guidelines on Utilization of
Small Business Enterprises (SBE)**



ALAMO COLLEGES DISTRICT

Alamo Colleges District

Small Business Program

Guidelines on Utilization of Small Business Enterprises (SBE)

Table of Contents

• Alamo Colleges District Small Business Program Mission Statement	page 3
• Alamo Colleges District Small Business Enterprise Clause	page 4-6
• Small Business Letter of Acknowledgement	page 7
• Small Business Subcontracting Plan	page 8- 10
• Small Business Subcontracting Plan Reporting	page 11
• Small Business Resource Contacts	page 12

Alamo Colleges District Small Business Program

Mission Statement

It is the policy of Alamo Colleges District to encourage the use of small business/demographically certified vendors as herein below defined to assist the College and District departments in the implementation of this policy through race, ethnicity, and gender-neutral means. The purpose of this program is to ensure that certified firms are provided the maximum practicable opportunity to participate in all purchasing and contracting opportunities.

ALAMO COLLEGES DISTRICT SMALL BUSINESS ENTERPRISE CLAUSE

Alamo Colleges District, its contractors, their subcontractors and suppliers, as well as all suppliers of all goods and services, shall not discriminate on the basis of race, color, religion, national origin, disability, gender or sexual orientation in the award and/or performance of contracts. All individuals and entities doing business, or anticipating doing business, with Alamo Colleges District are encouraged to support and implement a program designed to achieve the goal of establishing equal opportunity for all. Small Business Enterprises (SBEs) are hereinafter defined

Alamo Colleges District Purchasing and Contract Administration Department maintains an active program for the identification and placement of SBE's on solicitation mailing lists, and to provide information and other assistance to facilitate the use of such firms as contractors to the maximum extent practical. SBE's seeking contracting opportunities or looking to do business with Alamo Colleges District should file a "Vendor Registration" with the Alamo Colleges District Purchasing and Contract Administration Department, 2222 N. Alamo, San Antonio, Texas 78215; telephone 210-485-0100 or at <https://www.alamo.edu/purchasing>

Firms seeking contracting opportunities will be encouraged to use their best efforts to fully carry out this practice through subcontracting of small and/or minority business enterprises consistent with efficient performance.

Projects with subcontracting opportunities will be tracked monthly through B2Gnow thru <https://alamo.diversitycompliance.com>, whether there is a targeted goal or not, to track Alamo Colleges' progress in working with SBE certified firms.

DEFINITIONS

1. TYPES OF CERTIFIED ENTERPRISES

A. Small Business Enterprise:

Means a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated, and which meets the United States Small Business Administration (SBA) size standard for a small business (13 CFR Part 121, including the 13 CFR 121.201 see <http://sba.gov/size>)

B. Disabled Business Enterprise:

Means a business structure that is at least 51 percent owned, operated and controlled by a person with one or more disabilities as defined by the Americans with Disabilities Act (ADA) and amendments thereto (for purposes of applicability under the certification statutes, ordinances, rules and regulations governing the State of Texas).

C. Disadvantaged Business Enterprise:

Means an SBE with no more than \$23.98 million in annual gross receipts that is at least 51 percent owned and controlled by socially and economically disadvantaged citizens or lawfully admitted permanent residents of the United States whose aggregate personal net worth does not exceed \$1.32 million.

D. Historically Underutilized Business:

Means the State of Texas HUB (Historically Underutilized Business) Program of the Texas Procurement and Support Services (TPASS) division of the Texas Comptroller of Public Accounts. TPASS certifies HUB-eligible applicant suppliers and maintains a list of HUB-certified suppliers for Texas state agencies and governmental entities. The owner must provide proof of 51 percent ownership and control of the day to day operation of the business. The owner must be an economically disadvantaged person that is either Asian Pacific American, Black American, Hispanic American, Native American, American woman, and/or Service-Disabled Veteran with a service-related disability of 20 percent or greater.

E. Minority Business Enterprise:

Means a business enterprise that is owned/controlled and operated by one or more minority person(s). Minority persons include Blacks, Mexican-Americans, and other persons of Hispanic origin, American Indians, Alaskan Natives, and Asians and Pacific Islanders.

F. Veteran Business Enterprise:

Means a business structure that is at least 51% owned, operated, and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable. **NOTE: This certification type should not be confused with the Service Disabled Veteran designation available through the Small Business Administration.**

G. Women Owned Business Enterprise:

Means a sole proprietorship that is owned and controlled by a woman, a partnership at least 51.0% of whose assets or partnership interests are owned by one or more women, or a corporation, limited liability Company, or other form of entity, at least 51.0% of whose assets or ownership interests are owned by one or more women.

2. OWNERSHIP AND CONTROL

A. Owned:

1. For a sole proprietorship to be deemed a certified business enterprise, it must be owned by a certified person.
2. For an enterprise doing business as a partnership, it is necessary that at least 51.0% of its assets or interests in the partnership property be owned by one or more certified person(s).
3. For an enterprise doing business as a corporation, limited liability Company, or other form of entity, it is necessary that at least 51.0% of its assets or ownership interests be owned by one or more certified person(s).

B. Controlled/Operated:

That the primary power to manage a business enterprise shall rest with certified person(s).

C. Share in Payments:

Certified partners, proprietors, members, stockholders, or other owners of the enterprise, as the case may be, shall be entitled to receive 51.0% or more of the total profits, bonuses, dividends, interest payments, commissions, consulting fees, rents, procurement, and subcontractor payments, and any other monetary distribution paid by the business enterprise.

(RESPONDENT'S BUSINESS LETTERHEAD)

Date

Torence Henderson
Supplier Management Coordinator
Alamo Colleges District
2222 N. Alamo St
San Antonio, TX 78215

Re: Small Business (SBE) Subcontracting Plan for _____

Dear Mr. Henderson:

In accordance with the statement outlined, I have read and understand the Alamo Colleges District guidelines for the demographic/small business (SBE) certification of vendors.

This (SBE) subcontracting plan commitment goal will include subcontracting opportunities representing an estimated cumulative percentage of ____%.

I acknowledge that if I am selected as the construction Manager at Risk or Prime Contractor for a project, I will be required to provide the attached subcontracting plan, inclusive of all (SBE) subcontractors and their certification document by an approved certifying agency. By completion of Section 6" of the (SBE) subcontracting plan, I affirm my intent to utilize the subcontractors selected to perform the scope of work to be subcontracted.

Should we discover additional subcontractors claiming (SBE) status during the course of this contract, we will notify you of the same. In addition, if, for some reason, a (SBE) is unable to fulfill its contract with us, we will notify you immediately in order to take the appropriate steps to amend this contractual obligation.

Sincerely,

(Project Executive)

X _____

ALAMO COLLEGES DISTRICT
SMALL BUSINESS SUBCONTRACTING PLAN
- - Special Instructions/Additional Requirements - -

- Respondents shall submit a completed Small Business (SBE) Subcontracting Plan to be considered responsive (pages 8, 9, and 10). Failure to submit a completed Subcontracting Plan shall result in point(s) reduction in the evaluation process for the bid and/or proposal.
- **NOTE:** Respondents who intend to SELF-PERFORM all of their work shall submit a Subcontracting Plan for Self-Performance and complete only Section 7 and 8.
- Payments for the Construction Manager at Risk or Prime Contractor will be tracked along with their selected subcontractors (SBE and Non-SBE) monthly online thru B2GNow.

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____
Point of Contact: _____ Phone #: _____
- b. Is your company certified as a small, minority, woman owned, disabled individual, disadvantaged, veteran owned or historically underutilized business?
☐ - Yes ☐ - No
- c. CSP #: _____

SECTION 2 - SUBCONTRACTING INTENTIONS

- ☐ - Yes, I will be subcontracting portion(s) of the contract.
(If yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 9.)

- ☐ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) -	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

SECTION 4 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 5, 6 and 8.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more SBEs. You can use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>, and it's HUB Directory, found at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Also, the South Texas Regional Certification Agency's (STRCA) database at <http://sctrca.org/> to identify available SBEs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential SMWVBs by disseminating the subcontracting opportunity to their members/participants. **Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the SBEs no less than five (5) working days from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 5 - SBE FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** certified SBEs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?	
_____	_____	____/____/____	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No

SECTION 6 - SUBCONTRACTOR SELECTION

List all the subcontractor(s), both SBE and non-SBE, you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a SBE.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Certified SBE?
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a SBE, provide written justification of your selection process below:

(If you responded "No" to SECTION 2, you must complete SECTION 7 and 8.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- ☐ - **Yes** If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- ☐ - **No** If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

[illegible]

AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the SBE Subcontracting Plan are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Payment Request Forms) to Alamo Colleges District, verifying their compliance with the SBE Subcontracting Plan, including the use/expenditures they have made to subcontractors.
- The respondent must seek approval from Alamo Colleges District prior to making any modifications to their Small Business (SBE) Subcontracting Plan.
- The respondent must, upon request, allow Alamo Colleges District to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature

Printed Name

Title

Date _____

Small Business Subcontracting Plan Reporting

Small Business (SBE) Subcontracting Reporting: This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically in the B2GNow supplier management systems. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the B2Gnow supplier management system on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up to date. Alamo Colleges District may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award. Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The B2Gnow supplier management system is web-based and can be accessed through an internet address which will be provided to the Contractor and Contractor's Subcontractors.

Please provide a signature as your acknowledgement that Subcontracting Reporting will be required on this project.

X_____

Small Business Resource Contacts

Alamo Colleges District Purchasing and Contracting Department

Purchasing and Contracting Department 210/485-0100

Torence Henderson, Supplier Management Coordinator, twhite85@alamo.edu 210/485-0127

2222 N. Alamo St

San Antonio, TX 78215

Websites – the following websites will assist in the ability to search or identify certified firms:

The South Texas Regional Certification Agency:

<http://sctrca.org/>

Texas Procurement and Support Services Division

<http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>

Compliance of the project:

<https://alamo.diversitycompliance.com>

EXHIBIT D
ADDITIONAL SERVICES PROPOSAL FORM

FROM: _____ ("AE")

DATE: _____

Re:
Project:

To the ACCD:

Please refer to the Services Agreement, including any amendments ("**Agreement**"), between Alamo Community College District ("ACCD") and the above-named AE under which AE is to perform architectural/engineering/master planning Services for the Project. Terms defined in the Agreement mean the same herein.

1. ACCD has requested the following described Services as Additional Services, references to any attachments are valid only as to scope and not as to any other terms or conditions:

2. AE agrees to perform such Services subject to and in accordance with the Agreement for a fee not to exceed Dollars (\$); and for reimbursement of expenses in accordance with the Agreement incurred solely in connection with the performance of such Additional Services, not to exceed _____ Dollars (\$ _____).

3. AE will perform such Services in accordance with the schedule attached hereto (if any), but in any event not later than (_____) days after ACCD's acceptance below.

Please indicate acceptance by signing this letter or the attached copy at the space provided below and by inserting the date upon which /E is authorized to commence performance of the Additional Services described in Paragraph 1 above.

Submitted by AE:

By: _____

Name: _____

Title: _____

Accepted by ACCD this _____ day of _____, 2025.

BY: _____

Name: _____

Title: _____

EXHIBIT E
ARCHITECT/ENGINEER FEE SCHEDULE FOR SELECTED LEVELS OF CONSTRUCTION COST

Construction Cost of Project-- NEW WORK	FEE GUIDELINE
< \$200,000	8.25%
\$200,001 - \$500,000	7.50%
\$500,001 - \$1,000,000	6.75%
\$1,000,001 - \$2,000,000	6.60%
\$2,000,001 - \$4,000,000	6.38%
\$4,000,001 - \$6,000,000	6.29%
\$6,000,001 - \$10,000,000	6.13%
\$10,000,001 - \$15,000,00	5.95%
\$15,000,001 - \$20,000,000	5.88%
\$20,000,001+	5.83%
REMODELING AND RENOVATIONS	
< \$200,000	9.28%
\$200,001 - \$500,000	8.44%
\$500,001 - \$1,000,000	7.60%
\$1,000,001 - \$2,000,000	7.43%
\$2,000,001 - \$4,000,000	7.18%
\$4,000,001 - \$6,000,000	7.06%
\$6,000,001 - \$10,000,000	6.88%
\$10,000,001 - \$15,000,000	6.68%
\$15,000,001 - \$20,000,000	6.60%
\$20,000,001+	6.56%

ATTACHMENT C

THE DISTRICT HAS THE FOLLOWING STANDARD THAT MAY BE APPLICABLE TO ONE OR MORE PROPOSED PROJECTS COVERED BY THIS RFQ. BE ADVISED THAT THESE STANDARDS MAY BE MODIFIED FROM TIME TO TIME AND SELECTED FIRMS WILL BE REQUIRED TO UTILIZE THE APPLICABLE STANDARDS IN PLACE AT THE TIME OF CONTRACT EXECUTION OR AS OTHERWISE DIRECTED BY THE DISTRICT.

Alamo Colleges Design Standards

[ACCD Graphic Standards Review Set](#)

[Lounge Standards](#)

[Alamo Colleges Telecommunications Infrastructure Standards](#)[Standardization of Office Furniture](#)

[Alamo Colleges Technology Infrastructure Specifications](#)

[Standardization of Office Furniture Worksheet](#)

[Brand Standards Guide \(Use of Logo\)](#)

[Vol. II Facility Condition Assessment](#)

[Design and Construction Standards](#)

[Vol. III Educational Standards](#)

[Food Service Programming and Planning](#)

ATTACHMENT D

REPRESENTATIONS AND WARRANTIES TO GOVERNMENTAL ENTITIES REQUIRED BY LAW

ATTACHMENT D REPRESENTATIONS AND WARRANTIES

The person or entity soliciting a contract from the Owner and/or entering into a contract with the Owner, as the case may be (hereinafter “Certifier”), hereby represents, warrants, acknowledges, affirms, and certifies that they are and will remain in compliance with all the following provisions, as required by law and as applicable for the solicitation and/or contract with the Owner, as the case may be:

The Certifier acknowledges that this Attachment contains provisions of law that may not be applicable to them, their project, solicitation, and/or contract; accordingly, the Certifier must strikeout using an X and initial any provisions that they are unable to or unwilling to comply with, represent, verify, acknowledge, affirm, certify, or agree to.

Computer Equipment Recycling Program. The Certifier certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

Antitrust Affirmation. The Certifier affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this document, neither I nor any representative of the Certifier have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this document, neither I nor any representative of the Certifier have violated any federal antitrust law; and (3) neither I nor any representative of the Certifier have directly or indirectly communicated any of the contents of this document to a competitor of the Certifier or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Certifier.

Assignment. The Certifier shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Owner. Any attempted assignment in violation of this provision is void and without effect.

Buy Texas Affirmation. In accordance with Section 2155.4441 of the Texas Government Code, the Certifier agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

Child Support Obligation Affirmation. Under Section 231.006 of the Family Code, the Certifier certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f) of the Family Code.

Cloud Computing Risk. Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, the Certifier represents and warrants that it complies with the requirements of the state risk and authorization management program and the Certifier agrees that throughout the term of the contract it shall

maintain its certifications and comply with the program requirements in the performance of the contract. This clause only applies to contractors doing business related to cloud computer services.

Computer Equipment Recycling Program. If the Certifier is submitting a response or bid for the purchase or lease of computer equipment, the Certifier certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328 related to the Computer Equipment Recycling Program.

Contracting Information Responsibilities. In accordance with Section 552.372 of the Texas Government Code, the Certifier agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract, (2) promptly provide to the Owner any contracting information related to the contract that is in the custody or possession of the Certifier on request of the Owner, and (3) on termination or expiration of the contract, either provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the Certifier or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Certifier agrees that the contract can be terminated if the Certifier knowingly or intentionally fails to comply with a requirement of that subchapter.

COVID-19 Vaccine Passport Prohibition. The Certifier certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Certifier's business. The Certifier acknowledges that such a vaccine or recovery requirement would make the Certifier ineligible for a state-funded contract.

Cybersecurity Training. The Certifier shall ensure that any of the Certifier's employees or subcontractor employees who has access to Owner's computer system or database shall complete a cybersecurity training program certified under Section 2063.102 of the Texas Government Code. Such training is required to occur during the contract term and the renewal period. If applicable, the Certifier shall provide the Owner with verification of the completion of the requisite training.

Data Management and Security Controls. In accordance with Section 2054.138 of the Texas Government Code, the Certifier certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Owner as evidence of the Certifier's compliance with the required controls.

Dealings with Public Servants Affirmation. The Certifier has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to a public servant in connection with the submitted response, bid and/or contract.

Debts and Delinquencies Affirmation. The Certifier agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan. In accordance with 13 TAC § 6.94(a)(9), the Certifier shall provide to Owner the descriptions of its business continuity and disaster recovery plans.

Disclosure of Prior Employment. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, the Certifier certifies that it does not employ an individual who has been employed by Owner at any time during the two years preceding the submission of this document or, in the alternative, the Certifier has disclosed in its response or bid the following: (i) the name and nature of the previous employment with Owner; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

Energy Company Boycotts. If the Certifier is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, the Certifier verifies that the Certifier does not boycott energy companies and will not boycott energy companies during the term of the Contract. If the Certifier does not make that verification, the Certifier must indicate in its response or bid and state why the verification is not required.

Israel Boycotts. If the Certifier is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Certifier certifies that the Certifier does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If the Certifier does not make that certification, the Certifier must indicate that in its bid or response and state why the certification is not required.

E-Verify Program. The Certifier certifies that for contracts for services, the Certifier shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: (i) all persons employed by the Certifier to perform duties within Texas; and (ii) all persons, including subcontractors, assigned by the Certifier to perform work pursuant the contract within the United States of America.

Executive Head Affirmation. Under Section 669.003 of the Texas Government Code, the Certifier certifies that it does not employ, or has disclosed its employment of, any former executive head of the Owner. the Certifier must provide the following information in the response or bid (i) name; (ii) name of department; (iii) date of separation; (iv) position; and (v) start date.

False Statements. The Certifier represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a document with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted document and any resulting contract.

Financial Participate Prohibition Affirmation. Under Section 2155.004(b) of the Texas Government Code, the Certifier certifies that the individual or business entity named in this document or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

Firearm Entities and Trade Associations Discrimination. If the Certifier is required to make a

verification pursuant to Section 2274.002 of the Texas Government Code, the Certifier verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If the Certifier does not make that verification, the Certifier must indicate in its response or bid and state why the verification is not required.

Excluded Parties. The Certifier certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *“Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Critical Infrastructure Affirmation. Pursuant to Government Code Section 2275.0102, the Certifier certifies that neither it nor its parent company, nor any affiliate of the Certifier or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.

Foreign Terrorist Organization. The Certifier represents and warrants that it is not (a) engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code; (b) an organization designated as a foreign terrorist organization by the United States Secretary of State, as authorized by 8 U.S.C. Section 1189, as amended; (c) not a company that is identified on a list prepared and maintained by the Texas Comptroller under Tex. Gov't Code §§ 806.051, 807.051, or 2252.153., as amended; and (d) a company that does business with a foreign adversary (i) identified by the United States Director of National Intelligence as a country that poses a risk to the national security of the United States in at least one of the three most recent Annual Threat Assessments of the U.S. Intelligence Community issued pursuant to Section 108B, National Security Act of 1947 (50 U.S.C. Section 3043b); or (ii) designated by the governor of Texas after consultation with the public safety director of the Department of Public Safety.

National Defense Affirmations. The Certifier certifies that neither it, nor its holding companies or subsidiaries, is: (a) listed in Section 889 of the 2019 National Defense Authorization Act; (b) listed in Section 1260H of the 2021 National Defense Authorization Act; or (c) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4; or (d) controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4.

Protection of Critical Infrastructure. For purposes of this paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, the Certifier shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or

governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. The Certifier will notify the Owner before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

Former Employees. The Certifier represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Owner during the twelve (12) month period immediately prior to the date of execution of the contract or this document.

Governing Law and Venue. The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is Bexar County, Texas unless a specific venue is otherwise required by law.

Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the Certifier certifies that the individual or business entity named in this document or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

GENERAL INDEMNIFICATION. THE CERTIFIER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CERTIFIER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE CERTIFIER WITH THE OWNER'S COUNSEL AND THE CERTIFIER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OWNER'S COUNSEL. OWNER AND THE CERTIFIER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

DESIGN PROFESSIONAL INDEMNIFICATION. THE CERTIFIER, IF A DESIGN PROFESSIONAL, IN LIEU OF THE OTHER INDEMNIFICATIONS HEREUNDER, SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENT, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE CERTIFIER OR ITS AGENTS, CONSULTANTS UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CERTIFIER EXERCISES CONTROL. THE DEFENSE SHALL BE COORDINATED BY THE CERTIFIER

WITH THE OWNER'S LEGAL COUNSEL AND THE CERTIFIER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OWNER'S LEGAL COUNSEL. OWNER AND THE CERTIFIER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

INTELLECTUAL PROPERTY INDEMNIFICATION. THE CERTIFIER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF THE CERTIFIER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE CERTIFIER'S AND/OR OWNER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO OWNER BY THE CERTIFIER OR OTHERWISE TO WHICH OWNER HAS ACCESS AS A RESULT OF THE CERTIFIER'S PERFORMANCE UNDER THE CONTRACT. OWNER AND THE CERTIFIER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THE CERTIFIER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE CERTIFIER WITH THE OWNER'S COUNSEL AND THE CERTIFIER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OWNER'S COUNSEL. IN ADDITION, THE CERTIFIER WILL REIMBURSE OWNER AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF OWNER DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF THE CERTIFIER OR IF OWNER IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, OWNER WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE CERTIFIER WILL PAY ALL REASONABLE COSTS OF OWNER'S COUNSEL.

Conflict of Interest. The Certifier represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Certifier certifies that the individual or business entity named in this document or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Public Information Act. Information, documentation, and other material in connection with this document or contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the

Texas Government Code, the Certifier is required to make any information created or exchanged with the Owner pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Owner.

Signature Authority. By submitting this document, the Certifier represents and warrants that the individual submitting this document and the documents made part of this document is authorized to sign such documents on behalf of the Certifier and to bind the Certifier under any contract that may result from the submission of this document.

Standard of Care for Architectural and Engineering Contractors. Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, the Certifier shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

Auditor's Right to Audit. The Owner's auditor or its representatives or designees ("Auditor") may conduct an audit or investigation of any entity receiving funds from the Owner directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the Certifier or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the Owner's auditor or its representatives or designees, to conduct an audit or investigation in connection with those funds. The Certifier or other entity that is the subject of an audit or investigation by the Auditor must provide the Auditor with access to any information the Auditor considers relevant to the investigation or audit. The Certifier shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

Suspension or Debarment. The Certifier certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

Television Equipment Recycling Program. The Certifier certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program. This Clause only applies to solicitations and contracts for the purchase or lease of covered television equipment.

Termination for Non-Appropriation. The contract is subject to termination or cancellation, without penalty to Owner, either in whole or in part, subject to the availability of funds.

Terms and Conditions Attached to Response. Any terms and conditions attached to a response or bid to a solicitation will not be considered unless specifically referred to in the response or bid to the solicitation.

Texas Bidder Affirmation. The Certifier certifies that if a Texas address is shown as the address of the Certifier on this response or bid to a solicitation, the Certifier qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

Abortion Provider and Affiliate Transactions Prohibited. The Certifier represents and warrants that the contract is not a taxpayer resource transaction prohibited by Section 2273.003 of the Texas Government Code and that payments made by Owner to the Certifier and the Certifier's receipt of appropriated funds under the contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act. Additionally, the Certifier represents and warrants that they are not an abortion provider or an affiliate of an abortion provider, as described in Tex. Gov't Code §§ 2273.001, et seq, as amended.

Availability of Records. The Certifier will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by the Certifier pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Owner.

American with Disability of Act. The Certifier represents and warrants its compliance with the requirements of the Americans with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

Artificial Intelligence Disclosure. The Certifier certifies that its response bid or documents disclose each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. The Certifier promises not to use an artificial intelligence system to perform the contract without the prior written consent of the Owner and disclosure of such use.

Binding Effect. The contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

Changes in the Law and Compliance with the Law. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

Damage to Government Owned Property. The Certifier shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Certifier and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. The Certifier shall notify the Owner in writing of any such damage within one (1) calendar day. The Certifier is responsible for the removal of all debris resulting from work performed under the contract.

Disclosures of Interested Parties. The Certifier represents and warrants that if selected for award of a contract, the Certifier will submit to Owner a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

Discounts Notwithstanding any other provision to the contrary, all the benefits, pricing and any hourly rates granted by the Certifier to Owner herein are at least as favorable as the benefits, pricing and hourly rates granted by the Certifier to any previous client of the Certifier for services and/or products similar to those provided hereunder. If the Certifier enters into any subsequent agreement with any other client during the term of this contract which provides for benefits, pricing and/or hourly rates that are more favorable than those contained in this contract, the Certifier shall notify Owner promptly of the existence of such more favorable benefits, pricing and/or hourly rates and Owner shall have the right to receive the more favorable contractual terms immediately. If requested in writing by Owner, the Certifier hereby agrees to amend this contract to contain the more favorable benefits, pricing, and/or hourly rates.

Electrical Items. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

Equal Employment Opportunity. The Certifier represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

Occupational Safety and Health. The Certifier represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

Force Majeure. Neither the Certifier nor Owner shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

Immigration. The Certifier represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*) and all subsequent immigration laws and amendments.

Independent Contractor. The Certifier acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that the Certifier and its personnel are not employees of the Owner.

Notice of Legal and Regulatory Actions. The Certifier represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or

investigations, etc., pending or threatened against the Certifier or any of the individuals or entities included in the documents, response, or contract (as the case may be) within the five (5) calendar years immediately preceding the submission of the documents, response, or contract (as the case may be) that would or could impair the Certifier's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Owners consideration of the documents, response, or contract (as the case may be). If the Certifier is unable to make the preceding representation and warranty, then the Certifier instead represents and warrants that it has included as a detailed attachment in its documents, response, or contract (as the case may be) a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair the Certifier's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Owner's consideration of the documents, response, or contract (as the case may be). In addition, the Certifier represents and warrants that it shall notify Owner in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Owner shall constitute breach of contract and may result in immediate termination of the contract.

Grant of License. The Certifier hereby grants to Owner a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to the Certifier; and (b) to sublicense any or all such rights to third parties.

Limitation of Authority. The Certifier shall have no authority to act for or on behalf of Owner except as expressly provided for in the contract; no other authority, power or use is granted or implied. The Certifier may not incur any debt, obligation, expense, or liability of any kind on behalf of Owner.

Lobbying Prohibition. The Certifier represents and warrants that Owner's payments to the Certifier and the Certifier's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

Media and Advertising. The Certifier shall not use Owner's name, logo, or other likeness in any press release, marketing material, or other announcement without Owner's prior written approval. Owner does not endorse any vendor, commodity, or service. Owner is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, response, bid, document, or the goods or services to which they relate without Owner's prior written consent, and then only in accordance with explicit written instructions from Owner.

No Felony Convictions. The Certifier represents that neither the Certifier nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred the Certifier has fully advised Owner in writing of the facts and circumstances surrounding the convictions.

No Implied Waiver or Estoppel. No provision of the solicitation or contract shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities

available to Owner. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to Owner by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

No Quantity Guarantees. The contract is not exclusive to the Certifier. Owner may obtain products and related services from other sources during the term of the contract. Owner makes no implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the contract.

No Third Party Beneficiaries. Nothing contained in the contract, either expressed or implied, is intended to confer on any person other than the Parties, or their respective permitted successors, assigns, transferees or delegates, any interests, rights, remedies, obligations, or liabilities pursuant to, or by reason of, this contract.

Permits, Certifications and Licenses. The Certifier represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

Prompt Payment. All payments to the Certifier by Owner, any payments by the Certifier to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract shall be made in compliance with Chapter 2251 of the Texas Government Code.

Work for Hire. For purposes of the contract, the term “Work” is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced, or generated in connection with the services provided under the contract. The Certifier and Owner intend this agreement to be a contract for the services, in whole or in part, and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Certifier to be a work made for hire. The Certifier and its employees will have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of Owner. The Certifier acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of Owner. If for any reason the Work would not be considered a work-for-hire under applicable law, the Certifier does hereby sell, assign, and transfer to Owner, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. The Certifier agrees to execute all papers and to perform such other property rights, as Owner may deem necessary to secure for Owner or its designee the rights herein assigned. In the event that the Certifier has any rights in and to the Work that cannot be assigned to Owner, the Certifier hereby grants to Owner an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce,

distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the first calendar day after the termination or expiration of the contract or upon Owner's request, the Certifier shall deliver to Owner all completed, or partially completed, Work and any and all documentation or other products and results of the services. Failure to timely deliver such Work or any and all documentation or other products and results of the services will be considered a material breach of the contract. The Certifier will not make or retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of Owner.

Records Retention. Unless provided otherwise in the general conditions or elsewhere, the Certifier shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable Owner requirements. These records will be maintained and retained by the Certifier for a period of ten (10) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. The Certifier will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Owner which are not expressly authorized under the contract.

Refund. The Certifier will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Owner which are not expressly authorized under the contract.

Restricted Employment. Owner certifies that it has not employed and will not employ a former officer or employee who participated in a procurement or contract negotiations for Owner involving the Certifier within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn

Erasing of Hard Disk. All equipment provided to the Certifier by Owner that is equipped with hard disk drives (*i.e.*, computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC § Chapter 202.

Severability. If any provision of the contract is construed to be illegal, invalid, or unenforceable, such construction will not affect the legality, validity, or enforceability of any of its other provisions. It is the intent and agreement of the parties to this contract that this contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this contract will continue in full force and effect.

Immunity. The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the Owner of any immunities from suit or from liability that the Owner may have by operation of law.

Subcontract Approval. The Certifier may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the Owner. Subcontracts, if any, entered into by the Certifier shall be in writing and be subject to the requirements of the contract. Should the Certifier subcontract any of the services required in the contract, the Certifier expressly understands and acknowledges that in entering into such subcontract(s), Owner is in no manner liable to any subcontractor(s) of the Certifier. In no event shall this provision relieve the Certifier of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

No Intimidation. The Certifier certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against: (i) a member of the Owner's governing body, the state legislature or person employed to support the Owner or state legislature in any capacity; (ii) a family member of a person described by (1); (a) a state agency or Owner employee; or (b) an individual making a complaint or raising concerns regarding Owner's operations or contracting.

No interference. The Certifier certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence Owner contracting decision or proceeding. The Certifier acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from Owner contracts, and otherwise penalized.

Survival. Expiration or termination of the contract for any reason does not release the Certifier from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, insurance, and rights and remedies upon termination.

Taxes. Purchases made for Owner's use are exempt from the State Sales Tax and Federal Excise Tax. Owner will furnish Tax Exemption Certificates upon request. The Certifier represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales, or excise taxes of the Certifier or its employees. Owner shall not be liable for any taxes resulting from the contract.

Accessible Technology. The Certifier expressly acknowledges that Owner's funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairment. Accordingly, the Certifier represents and warrants to Owner that the technology provided to Owner for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means

a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

Termination for Convenience. Owner reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, if Owner determines that such termination is in the best interest of the Owner. In the event of such a termination, the Certifier must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Owner shall be liable for payments limited only to the portion of work Owner authorized in writing and which the Certifier has completed, delivered to Owner, and which has been accepted by Owner. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. Owner shall have no other liability, including no liability for any costs associated with the termination.

Trademarks. The Certifier hereby acknowledges and agrees that the trademarks remain the exclusive property of Owner, that all right, title and interest in and to the trademarks is exclusively held by Owner, and all goodwill associated with such trademarks inures solely to Owner.

Deceptive Trade Practices. The Certifier represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative or judicial forum, hearing or court and that the Certifier has not been found to be liable for such practices in such proceedings. The Certifier certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative or judicial forum, hearing or court and that such officers have not been found to be liable for such practices in such proceedings.

Use of Owner's Property. The Certifier is prohibited from using Owner Property for any purpose other than performing Services authorized under the contract. Owner Property includes, but is not limited to, Owner's real property, classroom or office space, identification badges, Owner information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Owner – issued software, and the Owner Virtual Private Network (VPN client)), and any other resources or personal property of Owner. The Certifier shall not remove Owner Property. In addition, the Certifier may not use any computing device to access Owner's network or e-mail. The Certifier shall not perform any maintenance services on Owner Property unless the contract expressly authorizes such services. During the time that Owner Property is in the possession of the Certifier, the Certifier shall be responsible for (i) all repair and replacement charges incurred by Owner that are associated with loss of Owner Property or damage beyond normal wear and tear and (ii) all charges attributable to the Certifier's use of Owner Property that exceeds the contract scope. The Certifier shall fully reimburse such charges to Owner within ten (10) calendar days of the Certifier's receipt of Owner's notice of amount due. Use of Owner Property for a purpose not authorized by contract

shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to Owner under contract, at law, or in equity.

United States Iron and Steel. The Certifier warrants and represents any iron or steel produced through a manufacturing process and used in the Project will be produced in the United States unless the Owner has determined otherwise, as provided in Tex. Gov't Code §§ 2252.202, as amended.